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Contract No. DC-RLA-1095

12/9/70

DISTRICT OF COLUMBIA
REDEVELOPMENT LAND AGENCY

TERMS AND CONDITIONS

PART I

of

CONTRACT

for

SALE OF LAND FOR PRIVATE REDEVELOPMENT

By and Between

DISTRICT OF COLUMBIA
REDEVELOPMENT LAND AGENCY

And

TEMPLE COURTS CHARITABLE FOUNDATION

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Contract No. DC-RLA-1095

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DISTRICT OF COLUMBIA REDEVELOPMENT LAND AGENCY

CONTRACT FOR SALE OF LAND

PART I

THIS AGREEMENT (consisting of two parts, Part I and Part II), hereinafter referred to as the "AGREEMENT", duly made and entered into this 24th day of June, 1971, by and between the DISTRICT OF COLUMBIA REDEVELOPMENT LAND AGENCY (hereinafter referred to as the "AGENCY") and TEMPLE COURTS CHARITABLE FOUNDATION, a corporation organized and existing under the laws of the District of Columbia (hereinafter referred to as the "REDEVELOPER").

WITNESSETH THAT:

(1) Renewal Program

WHEREAS, the AGENCY is operating as an independent government corporation within the District of Columbia for the purpose of replanning and rebuilding of slum, blighted and other areas pursuant to the District of Columbia Redevelopment Act of 1945, approved by the Congress of the United States, August 2, 1946, as amended (hereinafter referred to as the "ACT"); and

(2) Urban Renewal Plan

WHEREAS, in furtherance of the objectives of the ACT, an Urban Renewal Plan has been prepared for an urban renewal project, known as the Northwest Urban Renewal Area Project No. 1 (hereinafter referred to as the "PROJECT") which Urban Renewal Plan was adopted by the National Capital Planning Commission (hereinafter referred to as the "PLANNING COMMISSION") on March 7, 1963 and readopted on September 12, 1963, and approved by the Board of Commissioners of the District of Columbia (hereinafter referred to as the "COMMISSIONERS") on October 10, 1963; and recorded in the Office of the Recorder of Deeds (hereinafter referred to as the "RECORDER") of the District of Columbia on October 22, 1963, in Liber 12091, Folio 359; and as amended by Modification No. 1, adopted by the PLANNING COMMISSION on April 7, 1967 and July 28, 1967, and approved by the COMMISSIONERS on September 28, 1967; Modification No. 2, adopted by the PLANNING COMMISSION on October 12, 1967, and approved by the District of Columbia Council (hereinafter referred to as the "COUNCIL") on November 28, 1967; Modification No. 3 adopted by the PLANNING COMMISSION on January 11, 1968 and approved by the COUNCIL on April 2, 1968; Modification No. 4 adopted by the PLANNING COMMISSION on April 4, 1968 and approved by the COUNCIL on June 18, 1968; Modification No. 5 adopted by the PLANNING COMMISSION on May 2, 1968 and approved by the COUNCIL December 17, 1968; Modification No. 6 adopted by the PLANNING COMMISSION on June 6, 1968 and approved by the COUNCIL on December 17, 1968; Modification No. 7 adopted by the PLANNING COMMISSION on September 12, 1968; and approved by the COUNCIL on December 17, 1968; and Modification No. 8 adopted by the PLANNING COMMISSION on May 1, 1969 and approved by the COUNCIL on March 17, 1970; Modification No. 9 adopted by the PLANNING COMMISSION on January 9, 1970 and approved by the COUNCIL on March 17, 1970; which Urban Renewal Plan as so modified, and as it may hereafter be modified from time to time pursuant to the ACT and this AGREEMENT shall hereinafter be referred to as the "PLAN"; and

(3) Assistance to Project

WHEREAS, in order to enable the AGENCY to achieve the objectives of the PLAN, both the Federal Government and the District of Columbia have undertaken to provide and have provided substantial aid and assistance to the AGENCY; and

(4) Offer to Purchase Property

WHEREAS, the AGENCY has offered to sell and the REDEVELOPER is willing to purchase certain property (hereinafter referred to as the "PROPERTY") situated within the boundaries of the PROJECT and more particularly described in Exhibit "A" attached hereto; and

(5) Agreement in Public Interest

WHEREAS, the AGENCY believes that the redevelopment of the PROPERTY pursuant to this AGREEMENT is in the vital and best interests of the District of Columbia and the health, safety, morals and general welfare of its residents, and in accordance with the public purposes and provisions of the applicable Federal and local laws and requirements under which the PROJECT has been undertaken and is being assisted.

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of the parties hereto covenant and agree that:

SEC. 1. DEFINITIONS. For the purposes of this AGREEMENT, the following terms shall have the meanings ascribed to them below, and unless the context clearly indicates otherwise shall include the plural as well as the singular:

(a) "ACT" shall mean the District of Columbia Redevelopment Act of 1945 (D. C. Code 5-701, et. seq., 1967 Edition, as amended) and as it may hereinafter be further amended from time to time.

(b) "AGENCY" shall mean the District of Columbia Redevelopment Land Agency created by Section 4 of the ACT, and shall include any successor in interest or assign by act of a party or parties to this AGREEMENT or by operation of law (other than as a result of the exercise of the right of eminent domain by public authority) or otherwise.

(c) "AGREEMENT" shall mean this AGREEMENT consisting of two parts; this Part I, and Part II, Terms and Conditions.

(d) "CERTIFICATE OF COMPLETION" shall have the meaning ascribed to it in Section 307 of Part II of this AGREEMENT.

(e) "COUNCIL" shall mean the District of Columbia Council, their duly authorized representatives, successors and assigns.

(f) "COMMISSIONERS" shall mean the Board of Commissioners of the District of Columbia, and their duly authorized representatives, successors and assigns.

(g) "DEED" shall have the meaning ascribed to it in Section 3 hereof.

(h) "DEPOSIT" shall have the meaning ascribed to it in Section 5 hereof.

(i) "DISTRICT" shall mean the District of Columbia Council, the Commissioner of the District of Columbia and their duly authorized representatives, successors and assigns.

(j) "FINAL PLANS" shall mean the plans approved in accordance with Section 303 of Part II of the AGREEMENT including any changes approved in accordance with Section 304 of Part II of this AGREEMENT, and shall be the same as the closing plans, drawings, and specifications submitted by the REDEVELOPER to the FHA and as the plans, drawings, and specifications submitted by the REDEVELOPER to the District in connection with the REDEVELOPER'S application for a building permit for the construction of the improvements.

(k) "IMPROVEMENTS" shall mean any structure, landscaping or site improvements to be or actually constructed or placed on the PROPERTY in accordance with the terms of the AGREEMENT.

(l) "INITIAL PLANS" shall mean the preliminary plans and specifications submitted and approved in accordance with Section 302 of Part II of the AGREEMENT and listed in Exhibit B hereof.

(m) "INITIAL RENTING PERIOD" shall have the meaning ascribed to it in Section 406 of Part II of the AGREEMENT.

(n) "MORTGAGE" shall include such terms as "deed of trust", "mortgage deed" or such classes of instruments as are commonly given to secure advances on real estate and leasehold estates under the laws of the District of Columbia.

(o) "MORTGAGEE" or the "HOLDER OF SUCH MORTGAGE" shall mean the party or parties to whom a money obligation is owed the payment of which is secured by the PROPERTY under the terms of a mortgage deed of trust, assignment in the nature of a mortgage or building and loan agreement but not including those instruments which are void ab initio pursuant to Section 601 of Part II of this AGREEMENT, and shall include any insurer or guarantor of loan or deed of trust including, but not limited to the Federal Housing Administration (hereinafter referred to as "FHA"), the Administrator of Veterans Affairs and any successor in office of either such official.

(p) "PLAN" shall have the meaning ascribed to it in Recital 2 hereof.

(q) "PROJECT" shall mean the Northwest Urban Renewal Project Area No. 1 as described in the PLAN.

(r) "PROPERTY" shall mean the land described in Exhibit A hereof together with any improvements located thereon.

(s) "PURCHASE PRICE" shall have the meaning ascribed to it in Section 2 hereof.

(t) "REDEVELOPER" shall mean TEMPLE COURTS CHARITABLE FOUNDATION, a non-profit corporation organized and existing under the laws of the District of Columbia or shall mean any purchaser, assignor or transferee of the REDEVELOPER or other successor in interest of the REDEVELOPER by act of a party or the parties to this AGREEMENT or by operation of law (other than as a result of condemnation proceedings by public authority).

(u) "UNITED STATES" shall mean the Government of the United States of America.

(v) "WASHINGTON PLAN" shall mean the Plan described in Exhibit D hereof.

SEC. 2. SALE: PURCHASE PRICE. Subject to all the terms, covenants and conditions of the AGREEMENT, the AGENCY shall sell the PROPERTY to the REDEVELOPER for, and the REDEVELOPER shall purchase the PROPERTY from the AGENCY and pay therefor the amount of One Hundred Six Thousand Three Hundred Twenty-Six Dollars and no Cents (\$106,326.00)-----hereinafter called "PURCHASE PRICE". The PURCHASE PRICE shall be paid in cash or by certified cashier's check drawn to the order of the AGENCY simultaneously with the delivery of the DEED conveying the PROPERTY to the REDEVELOPER.

SEC. 3. CONVEYANCE OF PROPERTY.

(a) Form of Deed. The AGENCY shall convey to the REDEVELOPER title to the PROPERTY by Special Warranty Deed or Deeds (hereinafter collectively called "DEED") in substantially the form of, and identified as Deed No. 1095(d) and annexed hereto as Exhibit C. Title shall be free and clear of all liens, encumbrances, reservations and exceptions of record other than the following:

- (1) Applicable building and zoning laws and regulations;
- (2) Restrictions and provisions set forth in the PLAN;
- (3) Covenants, conditions and restrictions set forth in the AGREEMENT;
- (4) Such easements, covenants, conditions and restrictions which may be mutually agreed upon hereinafter by the AGENCY and the REDEVELOPER prior to the conveyance of the PROPERTY to the REDEVELOPER;
- (5) Any lien for current taxes which, under the laws of the District, is then a lien upon the PROPERTY, although such current taxes are not then due and payable, provided such current taxes have not become due and payable on the date of the closing and transfer of title to the PROPERTY.

(b) Time and Place for Delivery of Deed. Except as otherwise provided in Section 309 hereof, the AGENCY shall deliver the DEED and possession of the PROPERTY to the REDEVELOPER, and the REDEVELOPER hereby agrees to accept delivery of the DEED and possession of the PROPERTY thirty (30) days from the date of this AGREEMENT: Provided, That delivery of the DEED and possession of the PROPERTY may take place on such earlier dates as the parties hereto may mutually agree upon in writing. Conveyance shall be made at the principal office of the AGENCY, or if the mortgagee or FHA requires title insurance, at the Office of the Title Insurance Company selected by the REDEVELOPER, and the REDEVELOPER shall accept such conveyance and pay to the AGENCY at such time and place the PURCHASE PRICE and such other payments required herein.

(c) Apportionment of Current Taxes. The portion of the current taxes, if any, on the PROPERTY, on the date of the closing and transfer of title to the PROPERTY, which are allocable to buildings and improvements which have been demolished or removed from the PROPERTY by the AGENCY, as in this AGREEMENT provided for, shall be borne by the AGENCY, and the portion of such current taxes allocable to the land included in the PROPERTY shall be apportioned between the AGENCY and the REDEVELOPER as of the date of the closing and transfer of title to the PROPERTY. If the amount of the current taxes on the PROPERTY is not ascertainable on the date of the closing and transfer of title to the PROPERTY, the apportionment between the AGENCY and the

REDEVELOPER provided for by this subsection shall be on the basis of the amount of the most recently ascertainable taxes on the PROPERTY, but such apportionment shall be subject to final adjustment within thirty (30) days after the date the actual amount of such current taxes in respect of the PROPERTY is ascertained by the AGENCY.

SEC. 4. RECORDATION OF DOCUMENTS.

Promptly after execution by the parties, the REDEVELOPER shall file in the Office of the Recorder, the AGREEMENT, the DEED and such other documents which are to be so recorded pursuant to the terms of the AGREEMENT. The REDEVELOPER shall pay all costs including the cost of: (1) the title search, if required by the Mortgagee or FHA; (2) title insurance, if required by the Mortgagee or FHA; (3) recording of the AGREEMENT, and any amendments thereto, and the DEED, including the District of Columbia Real Estate Deed Recording Tax, and payment of the recording of such other documents required by the AGREEMENT.

SEC. 5. GOOD FAITH DEPOSIT.

(a) Amount. The REDEVELOPER has except as provided for in subsection (b) of this Section, prior to or simultaneously with the execution of the AGREEMENT by the AGENCY, delivered to the AGENCY a good faith deposit of:

- (i) cash or a certified check satisfactory to the AGENCY in the amount of Five Thousand Three Hundred Sixteen Dollars and Thirty Cents (\$5,316.30); or
- (ii) negotiable bonds or other similar obligations of the United States of America in the total principal amount of Five Thousand Three Hundred Sixteen Dollars and Thirty Cents (\$5,316.30); or
- (iii) a surety bond in the penal amount of Five Thousand Three Hundred Sixteen Dollars and Thirty Cents (\$5,316.30) in form and substance satisfactory to the AGENCY in which the AGENCY is the obligee, issued by a surety company regularly engaged in the issuance of such undertakings and on the list of surety companies approved by the United States Treasury for at least such amount.

hereinafter called "DEPOSIT". Such DEPOSIT shall be held by the AGENCY as security for the performance of the obligations of the REDEVELOPER, for its retention by the AGENCY as liquidated damages, all in accordance with the AGREEMENT.

(b) Good Faith Deposit Not Required. Any other provisions of this AGREEMENT to the contrary notwithstanding, if the purchase of the PROPERTY and the construction of the IMPROVEMENTS is to be financed with the assistance of a mortgage loan to be insured by FHA, and the Deed of Trust Note evidencing such mortgage loan is initially endorsed for insurance by the FHA within 180 days, or within 270 days if a 90 day extension has been granted because substantial progress has been made in development of the housing package from the date hereinabove first written, no Deposit shall be required. The REDEVELOPER shall promptly give the AGENCY satisfactory evidence of the FHA's initial endorsement of such mortgage loan for insurance. In the event, however, that the mortgage closing does not occur within the time hereinabove stated, then in that event, the DEPOSIT shall be paid within such 180 or 270 day period as the case may be, as hereinabove stated.

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(c) Interest. The AGENCY shall be under no obligation to pay or earn interest on the DEPOSIT, but if interest is payable and earned thereon, such interest when received by the AGENCY shall be paid to the REDEVELOPER at such time as the AGENCY returns the DEPOSIT pursuant to subsection (e) hereof.

(d) Retention by the AGENCY. Upon termination of the AGREEMENT as provided in Sections 703 and 704 of Part II of the AGREEMENT, the DEPOSIT, including all interest payable or earned thereon after such termination shall be retained by the AGENCY as provided in the aforesaid sections.

(e) Return to REDEVELOPER. Upon termination of the AGREEMENT as provided in Section 702 of Part II of the AGREEMENT or upon the issuance of a CERTIFICATE OF COMPLETION of all the IMPROVEMENTS, the DEPOSIT shall be returned to the REDEVELOPER by the AGENCY as provided in the aforesaid subsection. If the AGREEMENT shall not have been terminated as in Sections 702 and 703 of Part II of the AGREEMENT, the AGENCY may at its sole discretion and subject to the prior consent of the Department of Housing and Urban Development of the United States return the DEPOSIT to the REDEVELOPER upon receipt by the AGENCY of evidence satisfactory to the AGENCY that the REDEVELOPER has adequate financing and sufficient construction contracts and bonds to complete construction of the IMPROVEMENTS.

SEC. 6. TIME FOR SUBMISSION OF PLANS.

Time for Submission of Preliminary Plans and Final Plans. The REDEVELOPER has submitted preliminary plans and Final Plans to the AGENCY pursuant to Sections 302 and 303 of Part II of the AGREEMENT. The final plans, which are listed in Exhibit "B" attached hereto have been and are hereby deemed approved by the AGENCY.

SEC. 7. TIME FOR COMMENCEMENT AND COMPLETION OF IMPROVEMENTS.

The construction of the IMPROVEMENTS shall be commenced within thirty (30) days of the date of the delivery of the deed, and, except as otherwise provided in the AGREEMENT, shall be completed within eighteen (18) months after such date or Provided, That if a mortgage securing money loaned to finance the IMPROVEMENTS, or any part thereof is insured by the Federal Housing Administration then the aforesaid completion time shall not apply, but instead the construction of such IMPROVEMENTS shall be completed within the time specified in the applicable Building Loan Agreement approved by the Federal Housing Administration.

SEC. 8. PERIOD OF DURATION OF COVENANT ON USE.

The covenants and restrictions contained in the PLAN shall remain in effect from the date of the DEED until October 10, 1983, the period specified or referred to in the PLAN, or until such date the use restrictions may be amended by proper modification of the PLAN.

SEC. 9. SALE OR LEASE OF UNITS.

(a) The REDEVELOPER understands that the PLAN and the AGREEMENT require that the use and occupancy of the PROPERTY is limited to persons or families of low and moderate

income. In order to comply with the requirements of the PLAN and the AGREEMENT, the REDEVELOPER agrees that during the period of duration of the PLAN as described in Section 8 hereof, the rental under any lease or the purchase price for individual dwelling units thereon shall not exceed the maximum monthly rentals or purchase price then permitted for such parcels or dwelling units in the DISTRICT by the Department of Housing and Urban Development in accordance with the provisions of Section 221(d)(3) or 236, of the National Housing Act as amended.

(b) Any lease, reletting, sale or resale made in violation of the provisions of this Section 9 shall constitute a breach of this AGREEMENT and shall be voidable at the option of the AGENCY.

SEC. 10. NOTICES AND DEMANDS.

A notice, demand or other communication under the AGREEMENT by either party to the other shall be sufficiently given or delivered if it is personally delivered to an officer of the REDEVELOPER or such other agent of the REDEVELOPER authorized to receive notice on behalf of the REDEVELOPER or it is dispatched by registered or certified mail, postage prepaid, return receipt requested:

- (i) In the case of the REDEVELOPER, addressed to the REDEVELOPER c/o James A. Mingo, 1633 11th Street, N. W., Washington, D. C. 20001, and
- (ii) in the case of the AGENCY, addressed to the AGENCY at 1325 "G" Street, N. W., Washington, D. C. 20005,

or addressed to such other address with respect to either such party as that party may from time to time designate in writing and forward to the other as provided in this Section.

SEC. 11. WORK TO BE PERFORMED BY THE AGENCY.

Notwithstanding Section 103 and Section 105 of Part II hereof, the AGENCY shall use its best efforts to provide or secure or cause to be provided, or secured, prior to the completion of the IMPROVEMENTS by the REDEVELOPER, the construction of the following:

- (a) public sidewalks between the PROPERTY and abutting streets;
- (b) driveway-aprons on the public right-of-way between the PROPERTY and abutting streets;
- (c) seeding and sodding within the public right-of-way between the PROPERTY and abutting streets.

SEC. 12. NO BROKER INVOLVED.

The AGENCY and the REDEVELOPER agree that no broker brought about the sale and purchase of the PROPERTY provided for in this AGREEMENT.

SEC. 13. COUNTERPARTS.

The AGREEMENT is executed in six (6) counterparts, each of which shall constitute one and the same instrument.

IN TESTIMONY WHEREOF, the AGENCY in accordance with the provisions of a duly adopted resolution of its Board of Directors has caused these

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presents to be signed in its name by Stephen S Davis,
its Vice President, attested by Melvin A. Minter,
its Secretary, and its Corporate Seal to be hereto
affixed and does hereby constitute and appoint said Stephen S Davis
its true and lawful Attorney-in-Fact for it and in its name to acknowledge
and deliver these presents as its act and deed.

IN TESTIMONY WHEREOF, the REDEVELOPER has caused these presents
to be signed in its corporate name by Charles H Wesley,
its President, attested by George A. Farnsworth,
its Secretary, and its Corporate Seal to be hereto
affixed and does hereby appoint said Charles H Wesley,
its true and lawful Attorney-in-Fact for it and in its name to acknowledge
and deliver these presents as its act and deed.

ATTEST:

[Signature]
Title Secretary

(SEAL)

ATTEST:

[Signature]
Title Secretary

District of Columbia Redevelopment
Land Agency

By [Signature]
Title Vice Chairman

Temple Courts Charitable Foundation

By [Signature]
Title President

(SEAL)



ACKNOWLEDGMENT

United States of America)
) ss.
 District of Columbia)

I, Betty Varnado, a Notary Public in and for the said District of Columbia, do hereby certify that Stephen S. Davis, who is personally well known to me as (or proved by the oaths of credible witnesses to be) the person named as the Attorney-in-Fact in the foregoing and annexed Contract of Sale of Land for Private Redevelopment, bearing date on the 24th day of June, 1971, personally appeared before me in said District of Columbia, and as Attorney-in-Fact as aforesaid, acknowledged the same to be the act and deed of the District of Columbia Redevelopment Land Agency, one of the parties thereto.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 24th day of June, 1971, A.D.



Betty Varnado
 Notary Public

My Commission Expires July 31, 1973

My commission expires _____

ACKNOWLEDGMENT

United States of America)
) ss.
 District of Columbia)

I, Betty Varnado, a Notary Public in and for the said District of Columbia, do hereby certify that Charles H. Wesley, who is personally well known to me (or, proved by the oaths of credible witnesses to be) as the person named as the Attorney-in-Fact in the foregoing and annexed Contract of Sale of Land for Private Redevelopment, bearing date on the 24th day of June, 1971, personally appeared before me in said District of Columbia, as Attorney-in-Fact as aforesaid and acknowledged the same to be the act and deed of Temple Courts Charitable Foundation, one of the parties thereto.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 24th day of June, 1971, A.D.



My Commission Expires July 31, 1973

Betty Varnado
 Notary Public

My commission expires _____

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EXHIBIT A

DESCRIPTION OF PROPERTY

Lot 246, Square 621, of the Subdivision recorded in
The Office of the Surveyor of the District of Columbia
in Book 157, Page 1, on December 9, 1970.

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EXHIBIT "B"

FINAL PLANS FOR TEMPLE COURT

Prepared by McDonald, Williams and Marshall, AIA

<u>DATE</u>	<u>PAGE</u>	<u>DESCRIPTION</u>
3-25-71	A-1	Cover sheet
" "	A-2	Civil Engineer's Site & Grading Plan
" "	A-3	Architectural Site Plan
" "	A-4	Schedules: window, door, finish
" "	A-5	1st Floor Plan, 1/8" scale
" "	A-6	Typical Floor Plan, 1/8" scale
" "	A-7	10th Floor Plan, 9th Floor Plan, Roof & Mechanical Room Plan
" "	A-8	Main Roof & Mechanical Equipment Roof
" "	A-9	Partial, Typical Floor Plan, 1/4" scale-west
" "	A-10	Partial, Typical Floor Plan, 1/4" scale-east
" "	A-11	Partial, Typical Floor Plan, 1/4" scale-north
" "	A-12	Elevations South & Partial North
" "	A-13	Elevations Northeast & West
" "	A-14	Building Sections
" "	A-15	Stair Sections & Details
" "	A-16	Detail Sections
" "	A-17	Interior Elevations & Details
" "	A-18	Typical Details
" "	A-19	1/8" Scale Plans, Group "A"
" "	A-20	1/8" Scale Plans, Groups "B", "C", "D"
" "	A-21	1/4" Scale Floor Plans, "A", "B", "C", "D" Typical
" "	A-22	1/8" Scale Elevations, "A", "B", "C", "D"
" "	A-23	Building Section & Details
" "	A-24	Building Section & Details
" "	A-25	1/4" Scale Framing Plans, "A", "B", "C", "D"
3-25-71	L-1	Landscape Plans
" "	L-2	Landscape Details
3-25-71	T-1	Existing Topo
3-25-71	S-1	Foundation & 1st Floor Plan, Hi-Rise
" "	S-2	Foundation & Slab on Ground, Framing Plan Townhouses
" "	S-3	Column Schedule
" "	S-4	Column Schedule
" "	S-5	Typical Floor Framing Plan
" "	S-6	9th Floor Framing Plan
" "	S-7	10th Floor & Low Roof
" "	S-8	Main Roof Mechanical Equipment Room & Roof Framing Plan
" "	S-9	Typical Details
3-25-71	M-1	1st Floor Plan, 1/8" Scale
" "	M-2	Partial Typical Floor Plan, 1/4" Scale-West
" "	M-3	Partial Typical Floor Plan, 1/4" Scale-East
" "	M-4	Partial Typical Floor Plan, 1/4" Scale-North
" "	M-5	9th Floor Plan & Partial 10th Floor Plan, 1/8" Scale
" "	M-6	Roof Plan, 1/8" Scale
" "	M-7	Boiler Room Layout, Schedule, Details
" "	M-8	Riser Diagrams
" "	M-9	Townhouse Floor Plans, 1/4" Scale

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EXHIBIT "B" cont.

TEMPLE COURTS: FINAL PLANS (cont.)

<u>DATE</u>	<u>PAGE</u>	<u>DESCRIPTION</u>
3-25-71	P-1	Utility Site Plan
" "	P-2	Foundation Plan, 1/8" Scale
" "	P-3	1st Floor Plan, 1/8" Scale
" "	P-4	Typical Floor Plan, 1/8" Scale
" "	P-5	10th Floor Plan, 1/8" Scale
" "	P-6	Roof Plan, 1/8" Scale
" "	P-7	Partial Typical Floor Plan, 1/4" Scale
" "	P-8	Partial Typical Floor Plan, 1/4" Scale
" "	P-9	Partial Typical Floor Plan, 1/4" Scale
" "	P-10	Sanitary Riser Diagrams
" "	P-11	Water, Gas & Fire Diagrams
" "	P-12	Schedules, Symbols, Details
" "	P-13	Townhouses, Floor Plans, 1/4" Scale
" "	P-14	Townhouses, Floor Plans, 1/4" Scale
" "	P-15	Group "A", "B", Townhouses, 1/8" Scale
" "	P-16	Group "C", "D", Townhouses, 1/8" Scale
" "	P-17	Riser Diagrams for Townhouses
3-25-71	E-1	Site Plan
" "	E-2	1st Floor Plan, 1/8" Scale
" "	E-3	Partial Typical Floor Plan, 1/4" Scale-West
" "	E-4	Partial Typical Floor Plan, F.A. Riser Diagram
" "	E-5	Partial Typical Floor Plan, 1/4" Scale-South
" "	E-6	Roof, Boiler Room & Elevator Penthouse Plans
" "	E-7	Power & Telephone Riser Diagrams
" "	E-8	Symbols, Schedules, Notes & Diagrams
" "	E-9	Townhouses, 1/4" Scale, Typical Layouts
" "	E-10	Townhouses, 1/8" Scale, Riser Diagrams & Schedules

December 9, 1970

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EXHIBIT C

Deed No. DC-RLA-1095(d)

SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That

(1) WHEREAS, in furtherance of the objectives of the ACT, an Urban Renewal Plan has been prepared for an urban renewal project, known as the Northwest Urban Renewal Area Project No. 1 (hereinafter referred to as the "PROJECT") which Urban Renewal Plan was adopted by the National Capital Planning Commission (hereinafter referred to as the "PLANNING COMMISSION") on March 7, 1963 and readopted on September 12, 1963, and approved by the Board of Commissioners of the District of Columbia on October 10, 1963; and recorded in the Office of the Recorder of Deeds (hereinafter referred to as the "RECORDER") of the District of Columbia on October 22, 1963, in Liber 12091, Folio 359; and as amended by Modification No. 1, adopted by the PLANNING COMMISSION on April 7, 1967 and July 28, 1967, and approved by the COMMISSIONERS on September 28, 1967; Modification No. 2, adopted by the PLANNING COMMISSION on October 12, 1967, and approved by the District of Columbia Council (hereinafter referred to as the "COUNCIL") on November 28, 1967; Modification No. 3 adopted by the PLANNING COMMISSION on January 11, 1968 and approved by the COUNCIL on April 2, 1968; Modification No. 4 adopted by the PLANNING COMMISSION on April 4, 1968 and approved by the COUNCIL on June 18, 1968; Modification No. 5 adopted by the PLANNING COMMISSION on May 2, 1968 and approved by the COUNCIL on December 17, 1968; Modification No. 6 adopted by the PLANNING COMMISSION on June 6, 1968 and approved by the COUNCIL on December 17, 1968; Modification No. 7 adopted by the PLANNING COMMISSION on September 12, 1968; and approved by the COUNCIL on December 17, 1968; and Modification No. 8 adopted by the PLANNING COMMISSION on May 1, 1969 and approved by the COUNCIL on March 17, 1970; Modification No. 9 adopted by the PLANNING COMMISSION on January 9, 1970 and approved by the COUNCIL on March 17, 1970; which Urban Renewal Plan as so modified, and as it may hereafter be modified from time to time pursuant to the ACT and this AGREEMENT shall hereinafter be referred to as the "PLAN"; and

(2) WHEREAS, the District of Columbia Redevelopment Land Agency (hereinafter referred to as the "GRANTOR") is the owner and holder of record of fee simple title to certain real property in Northwest Urban Renewal Area Project No. 1; and

(3) WHEREAS, pursuant to Section 7 of the District of Columbia Redevelopment Act of 1945 (D.C. Code 5-701 et seq., 1967 Edition, as amended), the GRANTOR is authorized to sell individual portions of land in Northwest Urban Renewal Area Project No. 1; and

(4) WHEREAS, the GRANTOR and TEMPLE COURTS CHARITABLE FOUNDATION, a non-profit Corporation, organized and existing under the laws of the District of Columbia (hereinafter referred to as the "GRANTEE") entered into a Contract for Sale of Land for Private Redevelopment No. DC-RLA-1095, dated _____, which Contract for Sale of Land for Private Redevelopment was duly recorded in the Office of the RECORDER on _____, 19____, in Liber _____ at Folio No. _____ and is hereinafter referred to as the "AGREEMENT", pursuant to which the GRANTOR agreed to sell, and the GRANTEE agreed to purchase the property conveyed by this Special Warranty Deed (hereinafter referred to as the "DEED").

NOW, ~~13230~~ ³⁴⁸ THEREFORE, this DEED, made this _____ day of _____, 19____, by and between the GRANTOR, acting herein pursuant to the abovementioned Act of Congress, and the GRANTEE:

WITNESSETH, That for and in consideration of the sum of _____ (\$ _____), receipt whereof is hereby acknowledged, and other valuable considerations including the covenants and agreements set forth in the AGREEMENT and in this DEED.

I. The GRANTOR does, by this DEED, grant and convey unto the GRANTEE all of the GRANTOR'S right, title and interest in and to the following described land and premises (hereinafter referred to as the "PROPERTY") situated in the District of Columbia and known and described as:

Lot 246, Square 621, of the Subdivision recorded in The Office of the Surveyor of the District of Columbia in Book 157, Page 1, on December 9, 1970;

free and clear of all liens, encumbrances, reservations and exceptions of record except the following:

- (1) Applicable building and zoning laws and regulations;
- (2) Restrictions and provisions set forth in the URBAN RENEWAL PLAN;
- (3) Covenants, conditions and restrictions set forth in the AGREEMENT;
- (4) Any lien for current taxes which, under the laws of the District of Columbia is then a lien upon the PROPERTY, although such current taxes are not then due and payable, provided such current taxes have not become due and payable on the date of the closing and transfer of title to the PROPERTY.

II. This conveyance is also made subject to the following express covenants and conditions:

(A) The GRANTEE shall devote the PROPERTY to, and only to and in accordance with, the uses specified in the URBAN RENEWAL PLAN;

(B) The GRANTEE shall not discriminate upon the basis of race, color, religion, sex or national origin in the sale, lease, or rental or in the use or occupancy of the PROPERTY or any improvements erected or to be erected thereon, or any part thereof;

(C) The GRANTEE shall not sell or lease the PROPERTY except for housing of persons or families of low and moderate income within the meaning of Sections 107(a) and 107(b) of the Housing Act of 1949, as amended; or eligible for such use or occupancy under provisions of the National Housing Act and regulations adopted thereunder from time to time including but not limited to the income limitations for such persons and families using or occupying such housing in the District of Columbia;

(D) All advertising (including signs) for the sale and/or rental of the whole or any part of the PROPERTY shall include the legend, "An Open Occupancy Building" in type or lettering of easily legible size and design. The word "Project" or "Development" may be substituted for the word "Building" where circumstances require such substitution;

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(E) The GRANTEE shall have no power to convey the PROPERTY of any part thereof without the prior written consent of the GRANTOR, except to a Mortgagee or Trustee under a Mortgage or Deed of Trust for temporary or permanent financing until the GRANTOR issues a Certificate of Completion stating that all the improvements specified to be done by the GRANTEE have been completed;

(F) The GRANTEE shall commence construction of the IMPROVEMENTS pursuant to the terms of the AGREEMENT within 30 days from the date hereinabove first written and shall complete construction of said IMPROVEMENTS within 18 months from the date of commencement thereof Provided, That if a mortgage securing money loaned to finance the IMPROVEMENTS, or any part thereof is insured by the Federal Housing Administration, then the aforesaid completion time shall not apply, but, instead, the construction of such IMPROVEMENTS shall be completed within the time specified in the applicable Building Loan Agreement approved by the Federal Housing Administration; and

(G) In addition to the covenants, conditions and restrictions described in paragraphs (A), (B), (C), (D), (E) and (F), hereof, all other covenants, conditions and restrictions set forth in the AGREEMENT are incorporated herein by reference and made a part hereof.

III. The covenants, conditions and restrictions described in paragraphs (A) and (C) of Section II hereof shall remain in effect until October 10, 1983 or until such amended date as may be specified in the Urban Renewal Plan by proper modification on which date they shall terminate provided that this provision shall not abate or be a ground for abatement of any action, suit or other legal proceeding commenced prior to October 10, 1983; the covenants, conditions and restrictions described in paragraphs (E) and (F) of Section II hereof shall remain in effect until the date of the issuance by the GRANTOR of the Certificate of Completion, on which date they shall be terminated; and the remaining covenants, conditions and restrictions described in paragraphs (B) and (D) and (G) of Section II hereof shall remain in effect without limitation as to time except as provided in the AGREEMENT.

IV. The covenants, conditions and restrictions specified and described in Section II hereof shall be taken and construed as running with the land and shall, so long as they remain in effect as provided in Section III hereof, be expressed in any instrument from the GRANTEE or from its successors and assigns to any future grantee or its successors or assigns covering the PROPERTY or any part thereof or interest therein. The GRANTOR shall (both in its own right and also for the purposes of protecting the interest of the community and any other parties, public or private, in whose favor or for whose benefit the above covenants, conditions and restrictions have therein been made) be deemed a beneficiary of such covenants, conditions and restrictions and the United States of America shall be deemed a beneficiary of the covenants, conditions and restrictions contained in paragraphs (B) and (D) of Section II hereof and such covenants, conditions and restrictions shall run in favor of the GRANTOR and the United States of America for the entire period during which such covenants, conditions and restrictions shall be in force and effect without regard to whether the GRANTOR and the United States of America is or remains an owner of any land or interest therein to which such covenants, conditions and restrictions relate. As such a beneficiary, the GRANTOR shall have the right, in the event of any breach of any such covenants, conditions, or restrictions, and the United States of America shall have the right, in the event of any breach of covenants, conditions and restrictions contained in paragraphs (B) and (D) of Section II

hereof, to exercise all the rights and remedies, and to maintain any actions at law or suits in equity or other proper proceedings to enforce the curing of such breach, to which beneficiaries of such covenant, condition or restriction may be entitled.

V. In the event that, prior to completion of the IMPROVEMENTS as certified by the GRANTOR, the GRANTEE shall at any time violate any one or more of the covenants, conditions, or restrictions contained in paragraphs (E) or (F) of Section II hereof at any time prior to the time the GRANTOR issues the Certificate of Completion and such breach or violation shall not be cured within sixty (60) days after written demand by the GRANTOR so to do with respect to the covenant contained in paragraph (E) of Section II hereof or (90) days with respect to commencement of construction or (180) days with respect to completion of construction after written demand by the GRANTOR so to do with respect to the covenant contained in paragraph (F) of Section II hereof, then the GRANTOR shall have the right to retain the deposit provided for in the AGREEMENT as liquidated damages without any reductions, offset, or recoupment whatsoever and to re-enter and take possession of the PROPERTY and title to the PROPERTY shall be re-vested fully and completely in the GRANTOR, its successors and assigns: Provided, That such re-vesting of title in the GRANTOR --

- (1) shall always be subject to and limited by, and shall not defeat, render invalid, or limit in any way, (i) the lien of any mortgage approved in writing by the GRANTOR pursuant to the terms of the AGREEMENT, and (ii) any rights or interest provided in the AGREEMENT for the protection of the holders of such mortgages; and
- (2) shall not apply to individual parts or parcels of the PROPERTY (or, in the case of parts of parcels leased, the leasehold interest) in which the IMPROVEMENTS to be constructed thereon have been completed in accordance with the AGREEMENT and for which a Certificate of Completion is issued therefor.

TO HAVE AND TO HOLD the same to the GRANTEE, its successors and assigns, in fee simple title, together with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining.

AND THE GRANTOR covenants that it will warrant specially the PROPERTY and that it will execute such further assurances thereof as may be requisite.

IN TESTIMONY WHEREOF, the said District of Columbia Redevelopment Land Agency, in accordance with the provisions of a duly adopted resolution of its Board of Directors, has caused these presents to be signed in its corporate name by _____, its _____, attested by _____, its _____, and its Corporate Seal to be hereunto affixed and does hereby constitute and appoint said _____ its true and lawful Attorney-in-Fact for it and in its name to acknowledge and deliver these presents as its act and deed.

IN TESTIMONY WHEREOF, the said Temple Courts Charitable Foundation, in accordance with the provisions of a duly adopted resolution of its Board of Directors, has caused these presents to be signed in its corporate name by _____, its _____,

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Deed No. DC-RLA-1095(d)

attested by _____, its _____, and
its Corporate Seal to be hereunto affixed and does hereby constitute
and appoint said _____ its true and lawful Attorney-
in-Fact for it and in its name to acknowledge and deliver these presents
as its act and deed.

ATTEST:

District of Columbia Redevelopment
Land Agency

Title _____

Title _____

(SEAL)

ATTEST:

Temple Courts Charitable Foundation

Title _____

By _____

Title _____

(SEAL)

Deed No. DC-RLA-1095(d)

ACKNOWLEDGEMENT

United States of America)
District of Columbia)

I, _____, a Notary Public in and for the said District of Columbia, do hereby certify that _____, who is personally well known to me as (or proved by the oaths of credible witnesses to be) the person named as the Attorney-in-Fact in the foregoing and annexed Special Warranty Deed, bearing date on the _____ day of _____, 19____, personally appeared before me in said District of Columbia and as Attorney-in-Fact as aforesaid, and by virtue of the power vested in him by said Special Warranty Deed, acknowledged the same to be the act and deed of the District of Columbia Redevelopment Land Agency, one of the parties thereto.

IN TESTIMONY WHEREOF, I have hereunto set my hand and
official seal this day of 19 , A.D.

(SEAL)

Notary Public

ACKNOWLEDGEMENT

United States of America)
District of Columbia) ss.

I, _____, a Notary Public in and for the said District of Columbia, do hereby certify that _____, who is personally well known to me as (or proved by the oaths of credible witnesses to be) the person named as the Attorney-in-Fact in the foregoing and annexed Special Warranty Deed, bearing date on the _____ day of _____, 19____, personally appeared before me in said District of Columbia and as Attorney-in-Fact as aforesaid, and by virtue of the power vested in him by said Special Warranty Deed, acknowledge the same to be the act and deed of Temple Courts Charitable Foundation, one of the parties thereto.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this day of , 19 , A.D.

(SEAL)

Notary Public

REQUIREMENT
FOR SUBMISSION OF AFFIRMATIVE ACTION PLAN
TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY

EACH REDEVELOPER MUST FULLY COMPLY WITH THE REQUIREMENTS, TERMS AND CONDITIONS OF THIS ADDENDUM 1 OF THE WASHINGTON PLAN.

The following shall be used by the undersigned redeveloper as its goals for minority manpower utilization ("minority" being Negro, Spanish surname American, Oriental and American Indian) to be achieved on all work of the bidder within the Washington, D. C., Standard Metropolitan Statistical Area during the terms of his performance of this contract in the trades specified below in conformity with the Requirements, Terms and Conditions of this Addendum 1 hereinafter set forth:

	Estimated Total Employment for the Trade on the Contract Until May 31, 1971	Number of Minority Group Employees and Their Percentage of the Total Until May 31, 1971
<u>Trade</u>		
Electricians		
Painters & Paperhangers		
Plumber, Pipefitters & Steamfitters		
Iron Workers		
Sheet Metal Workers		
Elevator Constructors		
Asbestos Workers		
Lathers		
Boiler Makers		
Tile & Terrazzo Workers		
Glaziers		

Estimated Total Employment for the
Trade on the Contract From May 31,
1971 Until May 31, 1972

Trade

Electricians
Painters & Paperhangers
Plumbers, Pipefitters
& Steamfitters
Iron Workers
Sheetmetal Workers
Elevator Constructors
Asbestos Workers
Lathers
Boiler Makers
Tile & Terrazzo Workers
Glaziers

Estimated Total Employment for the
Trade on the Contract From May 31,
1972 Until May 31, 1973

Trade

Electricians
Painters & Paperhangers
Plumbers, Pipefitters
& Steamfitters
Iron Workers
Sheetmetal Workers
Elevator Constructors
Asbestos Workers
Lathers
Boiler Makers
Tile & Terrazzo Workers
Glaziers

Estimated Total Employment for the
Trade on the Contract From May 31,
1973 Until May 31, 1974

Trade

Electricians
Painters & Paperhangers
Plumbers, Pipefitters
& Steamfitters
Iron Workers
Sheetmetal Workers
Elevator Constructors
Asbestos Workers
Lathers
Boiler Makers
Tile & Terrazzo Workers
Glaziers

Number of Minority Group
Employees and Their Per-
centages of the Total From
May 31, 1972 Until May 31, 1972

Number of Minority Group
Employees and Their Per-
centages of the Total From
May 31, 1972 Until May 31, 1973

Number of Minority Group
Employees and Their Per-
centages of the Total From
May 31, 1973 Until May 31, 1974

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(Bidder)

By: _____

(Date)

Its: _____

REQUIREMENTS, TERMS AND CONDITIONS OF ADDENDUM 1.

1. When contracts or subcontracts are awarded for Federal and Federally-assisted construction in the Washington, D. C., Standard Metropolitan Statistical Area (the District of Columbia; the Virginia Cities of Alexandria, Fairfax and Falls Church; the Virginia Counties of Arlington, Fairfax, Loudoun and Prince William; and the Maryland Counties of Montgomery and Prince George) on projects whose costs exceeds \$500,000, the redeveloper agrees to use this document designated as Addendum 1, or a substantially similar document, which shall include specific goals of minority man-power utilization for each trade designated below which will be used by the contractor on all his work within the Washington, D. C. Standard Metropolitan Statistical Area during the term of his performance of the contract, such goals to be established by the contractor at least within the ranges established by this Addendum in Section 3 hereof. Minority manpower means, for the purposes of this Addendum, Negroes, Spanish surname Americans, Orientals and American Indians. The trades utilizing the following classifications of employees are covered by this Addendum:

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Electricians
Painters & Paperhangers
Plumbers, Pipefitters & Steamfitters
Iron Workers
Sheet Metal Workers
Elevator Constructors
Asbestos Workers
Lathers
Boiler Makers
Tile & Terrazzo Workers
Glaziers

A redeveloper who fails to use such goals is deemed a non-complying redeveloper and may jeopardize retention of the awarded contract or subcontract, but such goals need be used only for those trades to be used in the performance of the Federally-involved contract. In no case shall there be any negotiation over the provisions of the specific goals after the award of the contract.

2. Each Federal agency shall include, as part of the award of Federally-involved (Federal or Federally-assisted) construction contract, whose total cost of construction exceeds \$500,000, a requirement stating that as a condition of the award, each redeveloper is required to comply with this Addendum for the hereinbefore designated trades to be used during the term of the performance of the contract -- whether or not the work is subcontracted. The form of such requirement shall be substantially similar to this Addendum 1.

3. The following ranges, within which a prospective contractor or subcontractor must establish his goals are hereby established as the standards for minority manpower utilization for each of the designated trades in the Washington SMSA for the next four years: 1/

1/ After the first year of the program, the standards (trades and ranges) set forth herein shall be reviewed to determine whether the projections on which these standards are based adequately reflect the construction labor market situation at that time. Reductions or other significant fluctuations in Federally involved construction shall be specifically reviewed from time-to-time as to their effect upon the practicality of the standards. In no event, however, shall the standards be increased or trades be added for the contracts after bids have been received.

Trade

Range of Minority Group Employment
until May 31, 1971

Electricians	10% - 16%
Painters & Paperhangers	14% - 21%
Plumbers, Pipefitters, Steamfitters	10% - 15%
Iron Workers	11% - 19%
Sheet Metal Workers	7% - 13%
Elevator Constructors	16% - 22%
Asbestos Workers	8% - 14%
Lathers	16% - 22%
Boiler Makers	6% - 12%
Tile & Terrazzo Workers	10% - 16%
Glaziers	10% - 16%

Trade

Range of Minority Group Employment
from May 31, 1971 until May 31, 1972

Electricians	16% - 22%
Painters & Paperhangers	21% - 28%
Plumbers, Pipefitters & Steamfitters	15% - 20%
Iron Workers	19% - 27%
Sheet Metal Workers	13% - 19%
Elevator Constructors	22% - 28%
Asbestos Workers	14% - 20%
Lathers	22% - 28%
Boiler Makers	12% - 18%
Tile & Terrazzo Workers	16% - 22%
Glaziers	16% - 22%

Trade

Range of Minority Group Employment
from May 31, 1972 until May 31, 1973

Electricians	22% - 28%
Painters & Paperhangers	28% - 35%
Plumbers, Pipefitters & Steamfitters	20% - 25%
Iron Workers	27% - 35%
Sheet Metal Workers	19% - 25%
Elevator Constructors	28% - 34%
Asbestos Workers	20% - 26%
Lathers	28% - 34%
Boiler Makers	18% - 24%
Tile & Terrazzo Workers	22% - 28%
Glaziers	22% - 28%

Range of Minority Group Employment
from May 31, 1973 until May 31, 1974

Trade

Electricians	28% - 34%
Painters & Paperhangers	35% - 42%
Plumbers, Pipefitters & Steamfitters	25% - 30%
Iron Workers	35% - 43%
Sheet Metal Workers	25% - 31%
Elevator Constructors	34% - 40%
Asbestos Workers	26% - 32%
Lathers	34% - 40%
Boiler Makers	24% - 30%
Tile & Terrazzo Workers	28% - 34%
Glaziers	28% - 34%

The contractor's or subcontractor's goals established within the above ranges shall express the contractor's or subcontractor's commitment of the percentage of minority personnel who will be working in each specified craft on each of his projects (whether Federally involved or otherwise) within the Washington SMSA during the term of the covered contract. The man hours for minority workers must be substantially uniform throughout the entire length of the contract for each of the designated trades, to the effect that the percentage of minority workers in the designated trades must be working throughout the length of work on each project in each trade. The contractor or subcontractor shall be deemed to have met his commitment to specific goals for minority manpower utilization:

- a) If the minority manpower utilization rate of the contractor or subcontractor itself meets the goals on the total of all of the contractor's or subcontractor's facilities within the Washington SMSA, provided, however, that if the contractor has denied

equal employment opportunity, he shall not be in compliance with this Addendum, or

b) If the contractor or subcontractor can establish that it is a member of a contractors association or other employer organization or association, which has as one of its purposes the expanded utilization of minority manpower and that the total utilization rate of minority craftsman by all member contractors and subcontractors of such an association or organization on all projects in which they are involved within the Washington SMSA meets the contractor's or subcontractor's commitments, provided, however, that if the contractor has denied equal employment opportunity, he shall not be in compliance with this Addendum, or

c) If the contractor or subcontractor can establish that it has a collective bargaining agreement with a union or other employees organization that it utilizes that union or organization as its source for over 80% of its manpower needs and that the total minority utilization rate in the craft or crafts for which the union or organization has referred manpower on all projects within the Washington SMSA to which such union or organization has referred manpower meets the contractor's or subcontractor's commitments, provided, however, that if the contractor has denied equal employment opportunity, he shall not be in compliance with this Addendum.

4. The Contractor's and subcontractor's commitment to specific goals is to meet affirmative action obligations and is not intended and shall not be used to discriminate against any qualified applicant or employee. Whenever it comes to the redeveloper's or contractor's attention that the goals are being used in a discriminatory manner, he shall immediately report that fact to the Office of Federal Contract Compliance of the U. S. Department of Labor in order that appropriate proceedings may be instituted.

5. The contractor's or subcontractor's (collectively hereinafter referred to as "contractor") commitment to specific goals for minority manpower utilization as required by this Addendum shall constitute a commitment to make every good faith effort to meet such goals. If the contractor has failed to meet his goals, a determination of "good faith" will be based upon his efforts to broaden his recruitment base which efforts shall include but not be limited to the following:

a. The contractor shall notify community organizations that the contractor has employment opportunities available and shall maintain records of the organizations' response.

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- b. The contractor shall maintain a file of the names and addresses of each minority worker referred to him and what action was taken with respect to each such referred worker. If such worker was not sent to the union hiring hall for referral or if such worker was not employed by the contractor, the contractor's file should document this and the reasons therefor.
 - c. The contractor shall notify the OFCC Area Coordinator when the union or unions with whom the contractor has a collective bargaining agreement has not referred to the contractor a minority worker sent by the contractor or the contractor has other information that the union referral process has impeded him in his efforts to meet his goal.
 - d. The contractor shall participate in training programs in the area, especially those funded by the Department of Labor.
 - e. The contractor shall disseminate his EEO policy within his own organization by including it in any policy manual; by publicizing it in company newspapers, annual report, etc.; by conducting staff, employee and union representatives' meetings to explain and discuss the policy; by posting of the policy; and by specific review of the policy with minority employees.
 - f. The contractor shall disseminate his EEO policy externally by informing and discussing it with all recruitment sources; by advertising in newsmedia, specifically including minority newsmedia; and by notifying and discussing it with all subcontractors and suppliers.
 - g. The contractor shall make specific and constant personal (both written and oral) recruitment efforts directed at all minority organizations, schools with minority students, minority recruitment organizations and minority training organizations, within the contractor's recruitment area.

- h. The contractor shall make specific efforts to encourage present minority employees to recruit their friends and relatives.
- i. The contractor shall validate all man specifications, selection requirements, tests, etc.
- j. The contractor shall make every effort to provide after-school, summer and vacation employment to minority youths.
- k. Where reasonable the contractor shall develop on-the-job training opportunities and participate and assist in any association or employer-group training programs relevant to the contractor's employee needs.
- l. The contractor shall continually inventory and evaluate all minority personnel for promotion opportunities and encourage minority employees to seek such opportunities.
- m. The contractor shall make sure that seniority practices, job classifications, etc. do not have a discriminatory effect.
- n. The contractor shall make certain that all facilities and company activities are non-segregated.
- o. The contractor shall continually monitor all personnel activities to insure that his EEO policy is being carried out.
- p. The contractor shall solicitate bids for subcontracts from available minority subcontractors with the trades covered by this Order, including circulation of minority contractor associations.

6. Each agency shall review contractors' and subcontractors employment practices during the performance of the contract. If the contractor or subcontractor meets its goals or if the contractor or subcontractor can demonstrate that it has made every good faith effort to meet those goals, the contractor shall be presumed to be in compliance with Executive Order 11246, the implementing regulations and its obligations under this Addendum, and no formal sanctions or proceedings leading

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toward sanctions shall be instituted unless the agency otherwise determines that the contractor or subcontractor is not providing equal employment opportunities. Where the agency finds that the contractor or subcontractor has failed to comply with the requirements of Executive Order 11246, the implementing regulations and its obligations under its Addendum the agency shall take such action and impose such sanctions as may be appropriate under the Executive Order and the regulations. When the agency proceeds with such formal action it has the burden of proving that the contractor has not met the requirements of this Addendum but the contractor's failure to meet his goals shall shift to him the requirement to come forward with evidence to show that he has met the "good faith" requirements of this Addendum. Such noncompliance by the contractor or subcontractor shall be taken into consideration by Federal agencies in determining whether such contractor or subcontractor can comply with the requirements of Executive Order 11246 and is therefore a "responsible prospective contractor" within the meaning of the Federal procurement regulations.

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7. It shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees. Discrimination in referral for employment, even if pursuant to provisions of a collective bargaining agreement, is prohibited by the National Labor Relations Act and Title VII of the Civil Rights Act of 1964. It is the long-standing uniform policy of OFCC that contractors and subcontractors have a responsibility to provide equal employment opportunity if they want to participate in Federally-involved contracts. To the extent they have delegated the responsibility for some of their employment practices to some other organization or agency which prevents them from meeting their obligations pursuant to Executive Order 11246, as amended, such contractors cannot be considered to be in compliance with Executive Order 11246, as amended, or the implementing rules, regulations and orders.

8. Whenever a prime contractor subcontracts a portion of the work in any trade designated herein, he shall include in such subcontract his commitment made under this Addendum which shall be adopted by his subcontractor, who shall be bound thereby and by this Addendum to the full extent as if he were the prime contractor. The prime contractor shall not be accountable for the failure of his subcontractor to fulfill his requirements. However, the prime contractor shall give notice to the Area Coordinator of the Office of Federal Contract Compliance of the Department of Labor of any refusal or failure of any

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subcontractor to fulfill his obligations under this Addendum. Failure of compliance by the subcontractor will be treated in the manner as such failure by the prime contractor.

9. Contractors and subcontractors must keep such records and file such reports relating to the provisions of this Addendum as shall be required by the contracting or administering agency.

10. Nothing in this Addendum shall be interpreted to diminish the responsibilities of the contracting and administering agencies nor the obligations of contractors or subcontractors pursuant to Executive Order 11246 for those trades and those contracts not covered by this Addendum.

11. This Addendum has been issued in accordance with an Order issued on June 1, 1970 by Secretary of Labor, George P. Shultz, Assistant Secretary for Wage and Labor Standards, Arthur A. Fletcher, and Director of the Office of Federal Contract Compliance, John L. Wilks. Redevelopers contractors and subcontractors are bound by all the requirements, terms and conditions of that Order whether or not such requirements, terms and conditions are set forth in this Addendum and in the event of any inconsistency between this Addendum and that Order of June 1, 1970, the Order of June 1, 1970 shall prevail.

12. The procedures set forth in this Addendum shall not apply to any contract when the head of the contracting or administering agency determines that such contract is essential to the national security and that its award without following such procedures is necessary to the national security. Upon making such a determination, the agency head will notify, in writing, the Director of the Office of Federal Contract Compliance within thirty days.

13. Nothing in this Addendum shall be interpreted to diminish the present contract compliance review and complaint programs.

14. Requests for exemptions from this Addendum must be made in writing, with justification, to the Director, Office of Federal Contract Compliance, U. S. Department of Labor, Washington, D. C., 20210, and shall be forwarded through and with the endorsement of the agency head.

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15. This Addendum shall be signed either in the space provided at the end of the redeveloper's commitment to goals, or below, or in both spaces.

Temple Courts Charitable Foundation
(Redeveloper)

By: _____

Its: _____

June 24, 1997
(Date)



12/9/70

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Contract No. DC-RLA-1095

DISTRICT OF COLUMBIA
REDEVELOPMENT LAND AGENCY

TERMS AND CONDITIONS

PART II

of

CONTRACT

for

SALE OF LAND FOR PRIVATE REDEVELOPMENT

By and Between

DISTRICT OF COLUMBIA
REDEVELOPMENT LAND AGENCY

and

TEMPLE COURTS CHARITABLE FOUNDATION

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PART II

THIS AGREEMENT (consisting of two parts, Part I and this Part II), duly made and entered into this 24th day of June, 1971, by and between the District of Columbia Redevelopment Land Agency (hereinafter referred to as the "AGENCY") and the REDEVELOPER (the Party named and described as such in Part I of this AGREEMENT),

WITNESSETH THAT:

In consideration of the premises and the mutual obligations of the parties hereto, each of the parties hereto covenants and agrees that:

ARTICLE I. PREPARATION OF PROPERTY FOR REDEVELOPMENT

SEC. 101. Work to be Performed by AGENCY. Prior to the conveyance of the PROPERTY and without expense to the REDEVELOPER, the AGENCY shall prepare the PROPERTY for redevelopment in accordance with the PLAN and the AGREEMENT. Such preparation of the PROPERTY shall consist of the following (unless the AGENCY and the REDEVELOPER hereinafter agree in writing that any of such preparation shall not be done, or that it shall be done subsequent to the conveyance of the PROPERTY).

(a) Demolition and Removal. The demolition and removal to the surface elevation of the adjoining ground of all existing buildings, other structures and improvements on the PROPERTY, including the removal of all bricks, lumber, pipes, equipment and other material, and all debris and rubbish resulting from such demolition, except such material and debris as may be used for any filling required by this Section.

(b) Reduction of Walls The reduction of all walls, including foundation walls to the surface elevation of the adjoining ground.

(c) Breaking Up Basement Floors. The breaking up of all basement or cellar floors sufficiently to permit proper drainage.

(d) Removal of Paving. The removal by the AGENCY or by the appropriate public body of all paving (including catch basins, curbs, gutters, drives, and sidewalks) within or on the PROPERTY.

(e) Removal of Public Utility Lines. The removal or abandonment by the AGENCY or by the appropriate public body or public utility company of all public utility and sewer lines, installations, facilities and related equipment within the PROPERTY. All such work shall be performed in accordance with the usual specifications, standards and practices of the DISTRICT or the appropriate public utility company.

(f) Filling and Grading. The PROPERTY shall be filled, and rough graded (not including topsoil) in such a manner as will permit proper drainage and place the PROPERTY in a safe, clean sanitary and non-hazardous condition.

The REDEVELOPER represents that it has been made aware that the PROPERTY includes filled land. It is understood and agreed that, except as specifically stated in this Section, the AGENCY makes no representation or warranties, either expressed or implied, as to the condition of the PROPERTY.

SEC. 102. Expenses, Income and Salvage. All expenses, including current taxes, if any, relating to buildings or other structures demolished or to be demolished in accordance with Section 101 hereof shall be borne by, and all income or salvage received as a result of the demolition of such buildings or structures shall belong to, the AGENCY. The REDEVELOPER shall not be entitled to any income or salvage received by the AGENCY as a result of the activities and the preparation of the PROPERTY for redevelopment pursuant to this Section.

SEC. 103. Agency's Responsibilities for Certain Other Actions. The AGENCY, without expense to the REDEVELOPER or assessment or claim against the PROPERTY shall in accordance with the PLAN and AGREEMENT provide or secure or cause to be provided or secured, the following:

(a) Closing of Streets, Etc. The closing of all existing streets, alleys and other public rights-of-way located within or abutting on the PROPERTY, shown as existing and to be closed on the "Site Development Plan Northwest Renewal Area Project No. 1" attached to the PLAN. Failure to obtain a street closing shall not be grounds for default under the Contract, or for termination of the Contract by the REDEVELOPER.

(b) Replatting or Resubdivision. The AGENCY shall use its best efforts without expense to the REDEVELOPER to cause the replatting and subdivision of the PROPERTY in accordance with the Urban Redevelopment Plan, so as to secure Lot and Block numbers. It is understood, however, that if through no fault of the AGENCY, the replatting and subdivision of the PROPERTY is not accomplished by the time set forth herein for the transfer of title, the AGENCY shall not thereafter be responsible for said replatting or subdivision of the PROPERTY. It is further understood and agreed that the REDEVELOPER after the execution of this AGREEMENT may join with the AGENCY as Contract Vendee in the Petition for said replatting and subdivision of the PROPERTY.

(c) Improvements of Existing Streets. The improvements (by the AGENCY or by the appropriate public body) by resurfacing, rebuilding or new construction, as required, and in accordance with the technical specifications, standards, and practices of the DISTRICT, of the existing streets, alleys or other public rights-of-way abutting the PROPERTY, and shown as remaining on the "Site Development Plan Northwest Urban Renewal Area Project No. 1" which is a part of the PLAN. Such work shall include the cost of catch basins, curbs and gutters, but shall exclude sidewalks and paved areas such as aprons and driveways within the PROPERTY which cost shall be borne by the REDEVELOPER in accordance with Section 105(a) hereof.

(d) Construction and Dedication of New Streets. The construction (by the AGENCY or by the appropriate public body) in accordance with the technical specifications, standards and practices of the DISTRICT, and the dedication of all new streets, alleys and other public rights-of-way abutting the PROPERTY and shown as "To Be Opened" on the "Site Development Plan Northwest Urban Renewal Area Project No. 1", which is a part of the PLAN. Such work shall include the cost of catch basins, curbs and gutters but shall exclude sidewalks within the PROPERTY and paved areas such as aprons and driveways within the PROPERTY which cost shall be borne by the REDEVELOPER in accordance with Section 105(a) hereof.

(e) Street Lighting, Signs and Fire Hydrants. The installation (by the AGENCY or by the appropriate public body) in accordance with the technical specifications, standards and practices of the DISTRICT, of the following improvements: street lighting, signs, fire hydrants, traffic signals, Police and Fire Department call boxes and communication systems, in connection with all new streets abutting on the PROPERTY and to be constructed pursuant to this Section.

(f) Installation of Public Utilities. The installation or relocation (by the AGENCY or by the appropriate public body) in accordance with the technical specifications, standards and practices of the DISTRICT of such sewers, drains, and water distribution lines, and facilities as are necessary to be installed or relocated on or in connection with the PROPERTY by reason of the redevelopment contemplated by the PLAN and the development of the PROPERTY as approved by the DISTRICT and in accordance with the usual policies of the DISTRICT for the installation of utilities: Provided That the AGENCY shall not be responsible for nor bear any portion of the cost of installing the necessary utility connections between the Improvements to be constructed on the PROPERTY by the REDEVELOPER and the water, sanitary sewer and storm drain mains or other public utility lines owned by the DISTRICT or by any public utility company within or without such boundaries or electric, gas, telephone or other public utility lines owned by any public utility company within or without such boundaries, and the REDEVELOPER shall secure any permits required for any such installation without cost or expense to the AGENCY.

The AGENCY shall use its best efforts to provide, secure or cause to be provided or secured all of the work described in this Section 103 as soon as practicable, taking into account the time when the IMPROVEMENTS to be constructed by the REDEVELOPER are scheduled to be completed.

SEC. 104. Redeveloper's Waiver of Claims and Joining in Petitions. The REDEVELOPER hereby waives (as the purchaser of the PROPERTY under the AGREEMENT and as the owner after the conveyance of the PROPERTY provided for in the AGREEMENT) any and all claims to awards of damages, if any, to compensate for the closing, vacation, or change or grade of any street, alley, or other public right-of-way within or fronting or abutting on, or adjacent to, the PROPERTY which, pursuant to subsection (a) of Section 103 hereof, is to be closed or vacated, or the grade of which is to be changed, and shall upon the request of the AGENCY subscribe to, and join with, the AGENCY in any petition or proceeding required for such vacation, dedication, change of grade, and, to the extent necessary, rezoning, and execute any waiver or other document in respect thereof.

SEC. 105. Work to be Performed by the REDEVELOPER. The REDEVELOPER shall, at its sole cost and expense, provide or secure or cause to be provided or secured the following:

(a) Sidewalks, Aprons, and Driveways. The construction of all sidewalks, aprons and driveways within the PROPERTY together with the sodding, seeding, or landscaping, of all areas within the PROPERTY. All work shall be in accordance with the FINAL PLANS.

(b) Utilities. The construction of all necessary connections between any IMPROVEMENTS constructed by the REDEVELOPER and any utilities installed pursuant to Section 103 hereof.

ARTICLE II. RIGHTS OF ACCESS TO PROPERTY

SEC. 201. Right of Entry for Utility Service. The AGENCY reserves for itself, the DISTRICT, and any public utility company, as may be appropriate, the unqualified right to enter upon the PROPERTY at all reasonable times for the purpose of reconstructing, maintaining, repairing, or servicing the public utilities located within the PROPERTY boundary lines and provided for in the easements described in the PLAN or described or referred to elsewhere in this AGREEMENT.

SEC. 202. REDEVELOPER Not to Construct Over Utility Easements. The REDEVELOPER shall not construct any building or other structure or improvement on, over or within the boundary lines of any easement for public utilities described in the PLAN or described or referred to elsewhere in this AGREEMENT, unless such construction is provided for in the PLAN and has been approved by the DISTRICT. If approval for such construction is requested by the REDEVELOPER, the AGENCY shall use its best efforts to assure that such approval shall not be withheld unreasonably.

SEC. 203. Access to PROPERTY. Prior to the conveyance of the PROPERTY by the AGENCY to the REDEVELOPER, the AGENCY shall permit representatives of the REDEVELOPER to have access pursuant to a Right-of-Entry Permit to any part of the PROPERTY to which the AGENCY holds title, at all reasonable times for the purpose of obtaining data and making various tests concerning the PROPERTY necessary to carry out the AGREEMENT: Provided, That the REDEVELOPER shall execute such a Right-of-Entry Permit containing a "Save Harmless" clause which is in a form acceptable to the AGENCY, and shall agree to be bound by the terms and conditions of such Right-of-Entry Permit.

ARTICLE III. PREPARATION OF PLANS, CONSTRUCTION OF
IMPROVEMENTS AND CERTIFICATE OF COMPLETION

SEC. 301. Submission of Detailed Building Site Plan. The REDEVELOPER, at its sole cost and expense shall prepare or cause to be prepared and submit to the AGENCY, a detailed site plan, working drawings; and contract specifications for the IMPROVEMENTS. The architectural design, site planning, materials and aesthetic qualities of the drawings and specifications shall be subject to the approval of the AGENCY and shall be in conformity with the provisions, objectives, restrictions, standards and controls of the PLAN, all applicable laws and regulations of the DISTRICT and provisions of this AGREEMENT. The drawings and specifications shall be submitted and reviewed in accordance with the procedures set forth in this AGREEMENT. The AGENCY agrees that it will not unreasonably withhold approval of the plans and specifications submitted.

SEC. 302. Procedure for Approval of Initial Plans.

(a) Submission of Initial Plans. Promptly after the execution of this AGREEMENT, and in no event later than the time specified in Section 6 of Part I of this AGREEMENT, the REDEVELOPER, at its sole cost and expense, shall submit to the AGENCY preliminary plans and outline specifications for the IMPROVEMENTS, including a site plan, elevations, and typical floor plans. Such preliminary plans shall be in sufficient completeness and detail to enable the AGENCY to determine whether the plans conform to the provisions, objectives, restrictions, standards and controls of the PLAN and this AGREEMENT, and to enable the AGENCY to evaluate the design and aesthetic qualities of the plans. If the AGENCY rejects the preliminary plans, the AGENCY shall advise the REDEVELOPER in writing as to the specific reasons for the rejection. In the event of rejection, the REDEVELOPER shall resubmit revised plans pursuant to subsection (b) hereof. The preliminary plans shall be deemed approved unless, within thirty (30) days after receipt of the plans by the AGENCY the AGENCY mails the REDEVELOPER a written notice of their rejection. The preliminary plans and outline specifications approved by the AGENCY, pursuant to this subsection, shall be hereinafter referred to as the "INITIAL PLANS"

(b) Procedure if Initial Plans are Rejected. If the AGENCY gives the REDEVELOPER required notice of its rejection of the preliminary plans and outline specifications submitted in accordance with this Section, the REDEVELOPER shall submit revised preliminary plans and outline specifications within thirty (30) days after receipt of such notice; the provisions of this Section with respect to preliminary approval, rejection, and resubmission of revised preliminary plans and outline specifications hereinabove provided shall continue to apply, and the REDEVELOPER shall in good faith continue to resubmit corrected preliminary plans and outline specifications, until approved by the AGENCY.

SEC. 303. Procedure for Approval of Final Plans. No later than the time specified in Section 6 of Part I of this AGREEMENT, the REDEVELOPER, at its sole cost and expense, shall prepare or cause to be prepared and submit to the AGENCY, working drawings and contract specifications for all IMPROVEMENTS. The working drawings and contract specifications shall be in conformity with the PLAN, the provisions of this AGREEMENT, the INITIAL PLANS, and all applicable laws and regulations of the DISTRICT, and shall be identical to the working drawings and contract specifications submitted to the DISTRICT for applicable building permits. If the AGENCY rejects the working drawings and contract specifications, the AGENCY shall advise the REDEVELOPER in writing as to the details as to where such working drawings and contract specifications fail to conform to the requirements of this Section, and the procedures of this Section with

respect to approval, rejection, and resubmission of the preliminary plans and outline specifications hereinabove provided shall apply and the REDEVELOPER shall in good faith continue to resubmit until the working drawings and contract specifications have been approved by the AGENCY. The working drawings and contract specifications shall be deemed approved unless within thirty (30) days after their submission to the AGENCY, the REDEVELOPER receives written notice of the rejection from this AGENCY pursuant to this subsection. The working drawings and contract specifications approved by the AGENCY pursuant to this Section shall hereinafter be referred to as the "FINAL PLAN".

SEC. 304. Changes in Final Plans. If the REDEVELOPER desires to make any change in the FINAL PLANS after their approval by the AGENCY, the REDEVELOPER shall submit the proposed change to the AGENCY for its approval. If the FINAL PLANS, as modified by the proposed change, conform to the requirements of Section 301 hereof with respect to such previously approved FINAL PLANS, the AGENCY shall approve the proposed change and notify the REDEVELOPER in writing of its approval. Such change in the FINAL PLANS shall, in any event, be deemed approved by the AGENCY unless rejection thereof, in whole or in part, by written notice thereof by the AGENCY to the REDEVELOPER, setting forth details as to where such FINAL PLANS and contract specifications fail to conform to the requirements of this Section, shall be made within the thirty (30) days in which event the procedures of Section 303 with respect to approval, rejection and resubmission of the preliminary plans and outline specifications shall apply.

SEC. 305. Commencement and Completion of Construction of IMPROVEMENTS. The REDEVELOPER agrees for itself, its successors and assigns, and every successor in interest to the PROPERTY, or any part thereof, and the Deed shall contain covenants on the part of the REDEVELOPER for itself and such successors and assigns, that the REDEVELOPER, and such successors and assigns, shall promptly be in and diligently prosecute to completion the redevelopment of the PROPERTY, through the construction of the IMPROVEMENTS thereon, in accordance with the FINAL PLANS, and that such construction shall in any event be begun within the period specified in Section 7 of Part I hereof and be completed within the period specified in Section 7. It is intended and agreed, and the Deed shall so expressly provide, that such agreements and covenants shall be covenants running with the land and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in the AGREEMENT itself, be, to the fullest extent permitted by law and equity, binding for the benefit of the community and the AGENCY and enforceable by the AGENCY against the REDEVELOPER and its successors and assigns to or of the PROPERTY or any part thereof or any interest therein.

SEC. 306. Progress Reports. Subsequent to conveyance of the PROPERTY, or any part thereof, to the REDEVELOPER, and until construction of the IMPROVEMENTS has been completed, the REDEVELOPER shall make reports, in such detail and at such times as may reasonably be requested by the AGENCY, as to the actual progress of the REDEVELOPER with respect to such construction.

SEC. 307. Certificate of Completion.

"(a) Promptly after completion of the IMPROVEMENTS in accordance with those provisions of the AGREEMENT relating solely to the obligations of the REDEVELOPER to construct the IMPROVEMENTS (including the dates for beginning and completion thereof), the AGENCY will

furnish the REDEVELOPER with an appropriate instrument (hereinafter sometimes referred to as the "Certificate of Completion") so certifying. Such certification shall constitute a conclusive and incontestable determination (and it shall be so provided in such certification and in the Deed) that all of the terms, covenants, agreements, conditions and provisions of this AGREEMENT, and in the Deed conveying title to the PROPERTY from the AGENCY to the REDEVELOPER, obligating the REDEVELOPER in respect of the construction of said IMPROVEMENTS, including the times for the commencement and completion of the construction of the IMPROVEMENTS, have been fully satisfied and terminated, and that the REDEVELOPER and its successors and assigns shall have no further obligation whatsoever in respect of the commencement and completion of the construction of said IMPROVEMENTS; that any rights and remedies with respect to re-entry, repossession, reverter, revesting and forfeiture, and for a Deed of Conveyance, as provided for in Section 704 hereof and in the Deed conveying title to the PROPERTY from the AGENCY to the REDEVELOPER, which the AGENCY may have in respect of the PROPERTY are extinguished and shall not thereafter apply; and that the REDEVELOPER is thereafter free to transfer the PROPERTY, or any part thereof or interest therein, without any prior written approval of the AGENCY: Provided, That if there is upon the PROPERTY a mortgage insured, or held or owned, by the Federal Housing Administration and the Federal Housing Administration shall have determined that all buildings constituting a part of the IMPROVEMENTS and covered by such mortgage are, in fact, substantially completed in accordance with the FINAL PLANS and are ready for occupancy, then, in such event, the AGENCY and the REDEVELOPER shall accept the determination of the Federal Housing Administration as to such completion of the construction of the IMPROVEMENTS in accordance with the FINAL PLANS, and, if the other agreements and covenants in the AGREEMENT obligating the REDEVELOPER in respect of the construction and completion of the IMPROVEMENTS have been fully satisfied, the AGENCY shall forthwith issue its certification provided for in this Section. Such certification and such determination shall not constitute evidence of compliance with or satisfaction of any obligation of the REDEVELOPER to any holder of a mortgage, or any insurer of a mortgage, securing money loaned to finance the IMPROVEMENTS, or any part thereof."

(b) With respect to such individual parts or parcels of the PROPERTY which, if so provided in Part I hereof, the REDEVELOPER may convey or lease as the IMPROVEMENTS to be constructed thereon are completed, the AGENCY will also upon proper completion of all the IMPROVEMENTS relating to any such part or parcel, certify to the REDEVELOPER in writing that such IMPROVEMENTS have been made in accordance with the provisions of the AGREEMENT. Such certification shall mean and provide, and the Deed shall so state, (1) that any party purchasing or leasing such individual part or parcel pursuant to the authorization herein contained shall not (because of such purchase or lease) incur any obligation with respect to the construction of the IMPROVEMENTS relating to such part or parcel or to any other part or parcel of the PROPERTY; and (2) that neither the AGENCY nor any other party shall thereafter have or be entitled to exercise with respect to any such individual part or parcel so sold (or, in the case of lease, with respect to the leasehold interest) any rights or remedies or controls that it may otherwise have or be entitled to exercise with respect to the PROPERTY as a result of a default in or breach of any provisions of the AGREEMENT or the Deed by the REDEVELOPER and any successor in interest or assign, unless (i) such default or breach be by the purchaser or lessee, or any successor in interest to or assign of such individual part or parcel with respect to the covenants contained and referred to in Section 401 hereof, and (ii) the right, remedy, or control relates to such default or breach. Provided, That if there is upon the PROPERTY a mortgage insured or held or owned, by FHA and FHA shall have determined that all buildings constituting a part of the IMPROVEMENTS and covered by such mortgage are in fact, substantially completed in accordance with the FINAL PLANS and are ready for occupancy, then, in such event, the AGENCY and the REDEVELOPER shall accept the determination of the FHA as to such completion of the construction of the IMPROVEMENTS in accordance with the FINAL PLANS, and, if the other agreements and covenants in the AGREEMENT obligating the REDEVELOPER in respect to the construction and completion of the IMPROVEMENTS have been fully satisfied, the AGENCY shall forthwith issue its certification provided for in this Section. Such certification and such determination shall not constitute evidence of compliance with or satisfaction of any obligation of the REDEVELOPER to any holder of a mortgage, or any insurer of a mortgage, securing money loaned to finance the IMPROVEMENTS, or any part thereof.

(c) Each certification provided for in this Section 307 shall be in such form as will enable it to be recorded in the Office of the Recorder. If the AGENCY shall refuse or fail to provide any certification in accordance with the provisions of this Section the AGENCY, shall, within thirty (30) days after written request by the REDEVELOPER, provide the REDEVELOPER with a written statement, indicating in adequate detail in what respects the REDEVELOPER has failed to complete the IMPROVEMENTS in accordance with the provisions of the AGREEMENT, the Urban Renewal Plan and the Deed.

SEC. 308. Addition or Alterations to Completed IMPROVEMENTS.

After the IMPROVEMENTS have been completed, the REDEVELOPER shall not during the period of the PLAN, reconstruct, demolish, or subtract therefrom or make any additions thereto or extensions thereof, with respect to exterior materials and design, siting, landscaping, or number of site of parking of loading facilities without prior written approval of the AGENCY.

SEC. 309. Delay of Conveyance of Property. Notwithstanding any other provision of the AGREEMENT, the AGENCY may, in its sole discretion, delay conveyance of the PROPERTY until the AGENCY has approved the FINAL PLANS in accordance with Section 303 hereof and the REDEVELOPER has submitted evidence satisfactory to the AGENCY that it has a construction contract and the necessary equity capital and mortgage financing to assure the completion of the IMPROVEMENTS.

SEC. 310. Retention of Plans, Working Drawings and Specifications. For a period of five (5) years from the date upon which FINAL PLANS are approved by the AGENCY, the REDEVELOPER shall retain in its records a copy of all design materials including plans, working drawings, and contract specifications prepared by it for, or as a basis for, the submission of INITIAL PLANS and FINAL PLANS or otherwise used by the REDEVELOPER for the construction of the IMPROVEMENTS. Such material shall be available to the AGENCY upon its request during that period.

ARTICLE IV. RESTRICTIONS UPON USE OF PROPERTY

SEC. 401. Restrictions on Use. The REDEVELOPER agrees for itself, and its successors and assigns, and every successor in interest to the PROPERTY, or any part thereof, and the Deed shall contain covenants on the part of the REDEVELOPER for itself, and such successors and assigns, that the REDEVELOPER, and such successors and assigns, shall:

(a) Devote the PROPERTY to, and only to and in accordance with, the uses specified in the PLAN;

(b) Not discriminate upon the basis of race, color, religion, sex, or national origin in the sale, lease or rental or in the use or occupancy of the PROPERTY or any IMPROVEMENTS erected or to be erected thereon; or any part thereof;

(c) Not sell or lease the PROPERTY except for housing of persons or families of low and moderate income within the meaning of Section 107(a) and 107(b) of the Housing Act of 1949, as amended, and eligible for such use or occupancy under Section 221(d)(3) or 236 of the National Housing Act, as amended, and Federal Housing Administration regulations adopted thereunder from time to time including but not limited to the income limitations for such persons and families using or occupying such housing in the DISTRICT, provided the person or family complies with all income and other limitations of FHA.

SEC. 402. Covenants Binding Upon Successors in Interest: Period of Duration.

It is intended and agreed, and the Deed shall so expressly provide, that the agreements and covenants provided in the AGREEMENT shall be covenants running with the land and that they shall in any event and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in the AGREEMENT, be binding to the fullest extent permitted by law and equity, for the benefit and in favor of and enforceable by the AGENCY, its successors and assigns, the DISTRICT and any successor in interest to the PROPERTY or any part thereof, and the owner of any other land (as of any interest in such land) in the PROJECT which is subject to the land use requirements and restrictions of the PLAN, and the UNITED STATES (in the case of the covenant provided in subsection (b) of Section 401 hereof) against the REDEVELOPER, its successors and assigns, and every successor in interest to the PROPERTY or any part thereof or any interest therein, and any party in possession or occupancy of the PROPERTY or any part thereof. It is further intended and agreed that the agreements and covenants provided in subsections (a) and (c) of Section 401 hereof and the agreements and covenants provided in Sections 305, 308, 407 and 408 hereof shall remain in effect for the period of time or until the date such agreements and covenants shall terminate and that the remaining agreements and covenants provided in Section 401 hereof and elsewhere in this AGREEMENT shall remain in effect without limitation as to time, except such limitations as may be provided elsewhere in this AGREEMENT; Provided, That such agreements and covenants shall be binding on the REDEVELOPER itself, each successor in interest to the PROPERTY and every party thereof and each party in possession or occupancy, respectively, only for such period as such successor or party shall have title to or an interest in or possession or occupancy of the PROPERTY or part thereof. The terms "uses specified in the PLAN" and "land use" referred to provisions of the PLAN, or similar language in the AGREEMENT, shall include the land and all building, housing and other requirements or restrictions of the PLAN pertaining to such land.

SEC. 403. Agency and United States Rights to Enforce. In amplification, and not in restriction of the provisions of the preceding Section, it is intended and agreed that the AGENCY and its successors and assigns shall be deemed beneficiaries of the agreements and covenants provided in Section 401 hereof, and in addition, the UNITED STATES shall be deemed a beneficiary of the agreements and covenants provided in paragraphs (b), and (c) of Section 401 hereof, both for and in their own rights and also for the purposes of protecting the interests of the community and the other parties, public or private, in whose favor or for whose benefit such agreements and covenants have been provided. Such agreements and covenants shall be in force and effect, without regard to whether the AGENCY or the UNITED STATES has at any time been, remains, or is an owner of any land or interest therein to or in favor of which agreements and covenants relate. The AGENCY shall have the right, in the event of any breach or any such agreement or covenant to exercise all the rights and remedies and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant, to which it or any other beneficiaries of such agreement or covenant may be entitled.

SEC. 404. Advertising. The REDEVELOPER agrees for itself, its successors and assigns, that during construction and thereafter the REDEVELOPER and its successors and assigns, shall include in all advertising for the sale or rental of the PROPERTY, a statement to the effect (a) that the PROPERTY is open to all persons without discrimination on the basis of race, color, religion, sex or national origin and (b) that there shall be no discrimination in public access and use of the PROPERTY to the extent that it is open to the public.

SEC. 405. Protection of Plan. In the event that the REDEVELOPER is a "redevelopment company" as defined in Section 3(o) of the ACT in accordance with the requirements of Section 11(a) of the ACT: (1) the article or certificate of incorporation or association or charter or other basic instrument of the REDEVELOPER shall contain provisions so defining, limiting and regulating the powers of the REDEVELOPER, that neither the REDEVELOPER nor its stockholders, officers, directors, beneficiaries or bondholders or its creditors or other persons shall have any power to amend or to effect the amendments of the terms and conditions of this AGREEMENT without the consent of the AGENCY, or in relation to the PLAN, without the approval of any proposed modification in accordance with the provisions of Section 12 of the ACT, and (2) no action of its stockholders, members, bondholders, creditors, partners, or other persons, nor any reorganization, dissolution, receivership, consolidation, foreclosure or any other change in the status or

obligation of the REDEVELOPER in any litigation or proceeding in any Federal or other court shall effect any release or any impairment or modification of the provisions of this AGREEMENT or the PLAN unless such consent or approval, respectively, shall have been obtained.

SEC. 406. Preference for Displaced Residents.

(a) The REDEVELOPER shall give this AGENCY written notice ninety (90) days in advance of the initial sale or lease of the IMPROVEMENTS or any portion thereof, but not more than one year prior to the expected date of initial occupancy. Such notice shall include the date of the proposed commencement of leasing or sale together with a description of the size of the dwelling unit, the physical improvements to be furnished, utilities to be furnished and any standards of tenant occupancy or the terms of sale, whichever is applicable. During the ninety (90) days following the AGENCY'S receipt of such notice (hereinafter referred to as the "INITIAL RENTING PERIOD") the REDEVELOPER shall give any person or family submitting a certificate executed by the AGENCY certifying that such person or family has been or shall be displaced by reason of the PROJECT the first right to the initial lease or purchase of any portion of the IMPROVEMENTS or PROPERTY. Provided such person or family complies with all income and other limitations of FHA. In the event that persons or families possessing certificate described above have not made application for all available dwelling units within ninety (90) days of the date of the AGENCY'S receipt of the REDEVELOPER'S notice to commence leasing or sales, the REDEVELOPER shall give any person or family who has applied for a dwelling unit and has submitted a certificate executed by the AGENCY certifying that such person or family has been or shall be displaced by reason of any other redevelopment or renewal and public works projects in the District the first right to lease or purchase any remaining units not leased or purchased as of that date.

(b) At any time after the INITIAL RENTING PERIOD, the REDEVELOPER may lease or sell any portion of the PROPERTY not then leased or committed in accordance with subsection (a) hereof, to other eligible persons or families of low and moderate income; Provided, any person or family making application and submitting a certificate described in subsection (a) hereof shall enjoy first right to lease or purchase any unit not committed as of the date of the submission.

(c) In the event the REDEVELOPER rejects the application of any person or family submitting a certificate in accordance with subsections (a) or (b) of this Section, to lease or purchase any unit in the IMPROVEMENTS, the REDEVELOPER shall give the AGENCY prompt written notice thereof setting forth the reasons for such rejection.

(d) The rights of first refusal to lease or purchase established by this Section 406 shall not, except as provided in the PLAN or this AGREEMENT, prevent the REDEVELOPER from establishing (i) with respect to a lease, reasonable standards for tenant occupancy including the size of the dwelling unit to be leased, the rental amount and the terms of rental payment, and (ii) with respect to a sale, the size of the dwelling unit and the portion of the IMPROVEMENTS or PROPERTY to be sold, reasonable terms of such sale, including the purchase price and the terms of payment.

SEC. 407. Sign Control

(a) No sign or other means or objects of identification or advertisement or any subsequent modifications thereof shall be erected or displaced upon the PROPERTY without prior written approval by the AGENCY, which approval shall not be unreasonably withheld.

(b) The REDEVELOPER shall submit plans or such signs, means or objects to the AGENCY in sufficient completeness and detail to enable the AGENCY to evaluate the design and the aesthetic qualities of such plans. If the AGENCY rejects such plans, the AGENCY shall advise the REDEVELOPER in writing as to the specific reason for the rejection. The REDEVELOPER may submit revised plans for approval by the AGENCY in the same manner provided for submission of original plans in this Subsection (b). The plans submitted pursuant to this Subsection (b) shall be deemed approved unless thirty (30) days after receipt of the plans by the AGENCY, the AGENCY mails to the REDEVELOPER a written notice of their rejection.

SEC. 408. Construction Sign.

The REDEVELOPER shall maintain on the PROPERTY during the period of construction of the IMPROVEMENTS two six foot (6') by four foot (4') project signs made of three-fourths inch (3/4") plywood or some other suitable material. The design and location of the signs shall be approved by the AGENCY. The top two feet (2') of the signs shall be painted dark blue and with white lettering shall identify the project as a moderate income housing development undertaken as part of the Northwest No. 1 Urban Renewal Project under the auspices of the AGENCY with Federal financial aid of the Department of Housing and Urban Development.

ARTICLE V. PROHIBITIONS AGAINST ASSIGNMENT AND TRANSFER

SEC. 501. Representations as to Redevelopment

The REDEVELOPER represents and agrees that its purchase of the PROPERTY, and its other undertakings pursuant to the AGREEMENT, are, and will be used for the purpose of redevelopment of the PROPERTY, and not for speculation in land holding. The REDEVELOPER further recognizes that, in view of:

- (a) the importance of the redevelopment of the PROPERTY to the general welfare of the community;
- (b) the substantial financing and other public aids that have been made available by law and by the Federal and local governments for the purpose of making such redevelopment possible; and
- (c) the fact that a transfer of the assets and in interests of the REDEVELOPER or of a substantial part thereof, or any other act or transaction involving or resulting in a significant change in the ownership or distribution of such assets or interests or with respect to the identity of the parties in control of the REDEVELOPER or the degree thereof, is for practical purposes a transfer or disposition of the PROPERTY then owned by the REDEVELOPER.

the qualifications and identity of the REDEVELOPER, and its directors, and members if any, and of particular concern to the community and the AGENCY. The REDEVELOPER further recognizes that it is because of such qualifications and identity that the AGENCY is entering into the AGREEMENT with the REDEVELOPER, and, in so doing, is further willing to accept and rely on the obligations of the REDEVELOPER for the faithful performance of all undertakings and covenants hereby made by it to be performed without requiring in addition (except as provided in Section 5 of Part I hereof) a surety bond or similar undertaking for such performance of all undertakings and covenants in the AGREEMENT.

SEC. 502. Prohibition Against Transfer of Assets and Interests of the Corporation or Substantial Change in the Identity of Parties in Control of the Corporation

For the foregoing reasons, the REDEVELOPER represents and agrees for itself, and any successor, in interest of itself, respectively, that: Prior to receipt by the REDEVELOPER of a Certificate of Completion as provided in Section 503 shall have been obtained: (a) there shall be no transfer by any director, or member, if any, of the REDEVELOPER (which term shall be deemed for the purposes of this and related provisions to include successors in interest of any interest therein), (b) nor shall any such party suffer any such transfer to be made, (c) nor shall there be or be suffered to be by the REDEVELOPER or by any director, or member, if any, any other similarly significant change in the manner in which the Board of Directors, or membership, if any, is constituted, or with respect to the identity of the parties in control of the REDEVELOPER or the degree thereof, by any other method or means whether by increased capitalization, merger with another or corporation, corporate partnership or other amendments, issuance of stock or reclassification of stock or otherwise. With respect to this provision, the REDEVELOPER and the parties signing the AGREEMENT on behalf of the REDEVELOPER represent that they have the authority to agree to this provision on the Corporation's behalf and to bind it with respect thereto.

SEC. 503. Prohibition Against Transfer of Property and Assignment of Agreement.

(a) For the reasons described in Section 501 hereof the REDEVELOPER represents and agrees for itself, and its successors and assigns, that: Except only as permitted by Section 601 (c) hereof and as to any individual parts or parcels of the PROPERTY on which the IMPROVEMENTS to be constructed thereon have been completed, and which by the terms of the AGREEMENT, the REDEVELOPER is authorized to convey or lease as such IMPROVEMENTS are completed, the REDEVELOPER (except as so authorized) has not made or created, and that it will not, prior to the proper completion of the IMPROVEMENTS as certified by the AGENCY, make or create, or suffer to be made or created, any total or partial sale, assignment, conveyance, or lease, or any trust or power, or transfer in any other mode or form of or with respect to the AGREEMENT or the PROPERTY, or any part thereof or any interest therein, or any contract or agreement to do any of the same without the prior written approval of the AGENCY: Provided, That, prior to the issuance by the AGENCY of the CERTIFICATE OF COMPLETION as to all of the IMPROVEMENTS, the REDEVELOPER may enter into any agreement to sell, lease, or otherwise transfer after the issuance of such certificate, the PROPERTY or any part thereof or interest therein, which agreement shall not provide for payment of or on account of the purchase price or rent for the PROPERTY, or the part thereof or the interest therein to be so transferred, prior to the issuance of such certificate: Provided, that nothing in this Section and no other provisions of this AGREEMENT shall be construed as prohibiting the REDEVELOPER from leasing or otherwise permitting the occupancy (prior to the issuance of such certification by the AGENCY) of dwelling units or space in any completed building or structure constituting a part of the IMPROVEMENTS without any such prior written approval of the AGENCY.

(b) The AGENCY shall be entitled to require, except as otherwise provided in the AGREEMENT, as conditions to an approval of a transfer of interest of the REDEVELOPER or a transfer of any or part of the PROPERTY prior to receipt of a certificate of completion that:

- (1) Any proposed transferee shall have the qualifications and financial responsibility, as determined by the AGENCY, necessary and adequate to fulfill the obligations undertaken in the AGREEMENT by the REDEVELOPER (or, in the event the transfer is of or relates to the assets or interest of the REDEVELOPER to a part of the PROPERTY, such obligations to the extent that they relate to such part).
- (2) Any proposed transferee, by instrument in writing satisfactory to the AGENCY and in form recordable among the land records, shall, for itself and its successors and assigns, and expressly for the benefit of the AGENCY, have expressly assumed all of the obligations of the REDEVELOPER under the AGREEMENT and agreed to be subject to all the conditions and restrictions to which the REDEVELOPER is subject (or, in the event the transfer is of or relates to part of the PROPERTY, such obligations, conditions, and restrictions to the extent that they relate to such part): Provided, That the fact that any transferee of, or any other successor in interest whatsoever to, the PROPERTY, or any part thereof, shall, whatever

the reason, not have assumed such obligations or so agreed, shall not (unless and only to the extent otherwise specifically provided in the AGREEMENT or agreed to in writing by the AGENCY) relieve or except such transferee or successor of or from such obligations, conditions, or restrictions, or deprive or limit the AGENCY of or with respect to any rights or remedies or controls with respect to the PROPERTY or the construction of the IMPROVEMENTS; it being the intent of this, together with other provisions of the AGREEMENT, that (to the fullest extent permitted by law and equity and excepting only in the manner and to the extent specifically provided otherwise in the AGREEMENT) no transfer of, or change with respect to, ownership in the PROPERTY or any part thereof, or any interest therein, however consummated or occurring, and whether voluntary or involuntary, shall operate, legally or practically, to deprive or limit the AGENCY of or with respect to any rights or remedies or controls provided in or resulting from the AGREEMENT with respect to the PROPERTY and the construction of the IMPROVEMENTS that the AGENCY would have had, had there been no such transfer or change.

- (3) There shall be submitted to the AGENCY for review all instruments and other legal documents involved in effecting transfer; and if approved by the AGENCY, its approval shall be indicated to the REDEVELOPER in writing.
- (4) The consideration payable for the transfer by the transferee or on its behalf shall not exceed an amount representing the actual cost (including carrying charges) to the REDEVELOPER of developing the PROPERTY (or allocable to the part thereof or interest therein transferred) and the IMPROVEMENTS, if any, theretofore made thereon by it; it being the intent of this provision to preclude assignment of the AGREEMENT or transfer of the PROPERTY (or any parts thereof other than those referred to in the first paragraph of this Section 503) for profit prior to the completion of the IMPROVEMENTS and to provide that in the event any such assignment or transfer is made (and is not canceled), the AGENCY shall be entitled to increase the PURCHASE PRICE to the REDEVELOPER by the amount that the consideration payable for the assignment or transfer is in excess of the amount that may be authorized pursuant to this subsection, and such consideration shall, to the extent it is in excess of the amount so authorized, belong to and forthwith be paid to the AGENCY.
- (5) The REDEVELOPER and its transferee shall comply with such other conditions as the AGENCY may find desirable in order to achieve and safeguard the purposes of the ACT and the PLAN. Provided, That in the absence of specific written agreement by the AGENCY to the contrary, no such transfer or approval by the AGENCY thereof shall be deemed to relieve the REDEVELOPER, or any other party bound in any way by the AGREEMENT or otherwise with respect to the construction of the IMPROVEMENTS, from any of its obligations with respect thereto.

Provided, That nothing in this Section and no other provisions of this AGREEMENT shall be construed as prohibiting the REDEVELOPER from leasing or otherwise permitting the occupancy (prior to the issuance of such certification by the AGENCY of dwelling units or space in any completed building or structure constituting a part of the IMPROVEMENTS without any such prior written approval of the AGENCY.

For the purposes hereof, the term 'actual cost' shall mean the purchase price of the PROPERTY (or the part thereof allocable to the part of the PROPERTY transferred) and the costs (including any CARRYING CHARGES and overhead) incurred by the REDEVELOPER (after the date of the award of the PROPERTY by the AGENCY to the REDEVELOPER) in connection with the development and construction of the IMPROVEMENTS on the PROPERTY or part thereof transferred (exclusive of the proceeds of any mortgage loan or loans to finance the construction of the IMPROVEMENTS), less any net income received by the REDEVELOPER in connection with the PROPERTY or allocable to the part of the PROPERTY transferred.

SEC. 504. Information as to Assets and Interests of the Corporation and Persons in Control of the Corporation

(a) In order to assist in the effectuation of the purposes of this Article V and the statutory objectives generally, the REDEVELOPER agrees that during the period between execution of the AGREEMENT and completion of the IMPROVEMENTS as certified by the AGENCY, (1) the REDEVELOPER will promptly notify the AGENCY of any and all changes whatsoever in the membership of the board of directors, or of any other act or transaction involving or resulting in any change in the ownership of any interests or assets of the REDEVELOPER, or the degree thereof, or with respect to the identity of the parties in control of the REDEVELOPER or the degree thereof, of which it or any of its officers have been notified or otherwise have knowledge or information; and (2) the REDEVELOPER shall, within fifteen (15) days of receipt of a request by the AGENCY, furnish the AGENCY with a complete statement, subscribed and sworn to by the officers of the REDEVELOPER, setting forth all of the members and/or directors of the REDEVELOPER and the extent of their control, of the REDEVELOPER, and in the event any other parties have a beneficial interest therein, their names and the extent of such interest, all as determined or indicated by the records of the REDEVELOPER, by specific inquiry made by any such officer and by such other knowledge or information as such officer shall have. Such lists, data, and information shall in any event be furnished the AGENCY immediately prior to the delivery of the DEED to the REDEVELOPER and as a condition precedent thereto, and annually thereafter on the anniversary of the date of the DEED until the issuance of a CERTIFICATE OF COMPLETION for all the IMPROVEMENTS.

(b) The REDEVELOPER shall keep books and accounts of its operations or of transactions relating to the PROPERTY separate and distinct from any other real property or business enterprise owned or operated by it.

SEC. 505. Mortgage of Property by the Redeveloper.

Notwithstanding the provisions of Article V, the REDEVELOPER shall, subject to the provisions of Article VI hereof, have the right to encumber, pledge, or convey its right, title and interest in and to the PROPERTY or any portion or portions thereof by way of bonafide mortgage, in order to secure the payment of any loan or loans obtained by the REDEVELOPER or to refinance any outstanding loan or loans obtained by the REDEVELOPER for any such purpose; Provided, That the REDEVELOPER shall, prior to receipt of a CERTIFICATE OF COMPLETION for the PROPERTY, mortgage the PROPERTY for no purpose other than to finance construction, equipment, repair or reconstruction of the IMPROVEMENTS or any part thereof or to refinance any outstanding loan or loans obtained by the REDEVELOPER for any such purpose; Provided further, That the REDEVELOPER shall give prior written notice to the AGENCY of such intent to exercise any such rights hereunder.

Any such mortgage shall contain the express provision that it confers upon the Mortgagee no right, title or interest in and to the PROPERTY, or to the portion thereof subject to such mortgage, or in any improvements thereon, except those enjoyed by the REDEVELOPER pursuant to this AGREEMENT.

SEC. 601. Limitation Upon Encumbrance of Property. (a) Prior to the completion of the IMPROVEMENTS, as certified by the AGENCY, neither the REDEVELOPER nor any successor in interest to the PROPERTY or any part thereof shall engage in any financing or any other transaction creating any mortgage or other encumbrance or lien upon the PROPERTY, whether by express agreement or operation of law, or suffer any encumbrance or lien to be made on or attach to the PROPERTY, except for the purposes of obtaining (1) funds only to the extent necessary for making the IMPROVEMENTS, and (2) such additional funds if any, in an amount not to exceed the PURCHASE PRICE paid by the REDEVELOPER to the AGENCY.

(b) Prior to completion of the IMPROVEMENTS as certified by the AGENCY, the REDEVELOPER shall obtain the AGENCY'S prior written approval of any financing to be secured by mortgage, deed of trust or other similar instrument creating a lien against the PROPERTY. Any mortgage of the REDEVELOPER'S interest in the PROPERTY executed without such prior written approval shall be void ab initio. The AGENCY shall not withhold approval of any financing if the REDEVELOPER submits to the AGENCY evidence satisfactory to the AGENCY that there are sufficient funds committed to and available to complete the IMPROVEMENTS in accordance with the terms of this AGREEMENT. Such evidence shall include the following:

- (1) A copy of the loan commitment or agreement between the REDEVELOPER and the borrower certified by the REDEVELOPER to be a true and correct copy thereof;
- (2) A detailed estimate of the total cost of developing the PROPERTY in accordance with the terms of this AGREEMENT including, but not limited to, the cost of purchasing the PROPERTY, architectural and engineering fees, lawyers' fees, construction of the IMPROVEMENTS, financing fees, interest, taxes, and administrative expenses, certified by the REDEVELOPER to be true and accurate;
- (3) A statement detailing the disposition of the proceeds of the proposed financing certified by the REDEVELOPER to be true and accurate;
- (4) A copy of a construction contract for the construction of the IMPROVEMENTS at a fixed price or for a maximum upset price certified by the REDEVELOPER to be a true and correct copy thereof;
- (5) A copy of a bond in a form satisfactory to the AGENCY guaranteeing completion of the aforesaid contract, certified by the REDEVELOPER to be a true and correct copy thereof; and
- (6) A copy of the proposed mortgage, deed of trust or such other instrument to be used to secure a lien against the PROPERTY.

The REDEVELOPER has submitted to the AGENCY satisfactory evidence that it has the commitments for the mortgage financing necessary for the purchase of the PROPERTY and the construction of the IMPROVEMENTS.

(c) It is expressly understood that the REDEVELOPER may mortgage the PROPERTY for the purposes and to the extent provided hereinabove without the written consent of the AGENCY; however, if in such event, the AGENCY acting pursuant to Section 704 terminates this AGREEMENT

prior to completion of the IMPROVEMENTS as certified by the AGENCY, the MORTGAGEE under a mortgage or deed of trust not approved by the AGENCY shall not have a lien against the PROPERTY but shall be limited to those rights described in Section 705 hereof.

(d) The REDEVELOPER shall promptly notify the AGENCY of any encumbrance or lien that has been created on or attached to the PROPERTY, whether by voluntary act of the REDEVELOPER or otherwise.

(e) For purposes of any mortgage financing made pursuant to this AGREEMENT, the PROPERTY may, at the option of the REDEVELOPER (or successor in interest), be divided into several parts or parcels provided that such subdivision, in the opinion of the AGENCY, is not inconsistent with the purposes of the PLAN and the AGREEMENT and is approved in writing by the AGENCY.

SEC. 602. Copy of Notice of Default to Mortgagee. Whenever the AGENCY shall deliver any notice or demand to the REDEVELOPER with respect to any breach or default by the REDEVELOPER in its obligations or covenants under the AGREEMENT, the AGENCY shall at the same time forward a copy of such notice or demand to each holder of any mortgage authorized by the AGREEMENT at the last address of such holder shown in the records of the AGENCY and (if the credit instrument secured by such mortgage has been endorsed for insurance by the FHA) to the FHA.

SEC. 603. Mortgagee May Cure Breach of Redeveloper.

(a) In the event that the REDEVELOPER receives notice from the AGENCY of a breach or default in accordance with Section 602 hereof and such breach is not cured by the REDEVELOPER pursuant to the provisions of this AGREEMENT, the AGENCY shall, in addition to the notice to the MORTGAGEE provided in Section 602 of this AGREEMENT, give notice of the failure to cure on the part of the REDEVELOPER to the MORTGAGEE at the expiration of the period within which the REDEVELOPER may cure any such failure. In the event the default on the part of the REDEVELOPER arises by virtue of an assignment or transfer in violation of this AGREEMENT, a failure to submit PRELIMINARY PLANS or FINAL PLANS or a failure to commence or complete construction, all in accordance with the terms of this AGREEMENT, the MORTGAGEE may at its option:

- (1) cure such failure by proceeding with due diligence to commence and complete or by completing, as the case may be, such plans or construction in accordance with the provisions of this AGREEMENT, except that the time limits set forth in Section 6 of Part 1 hereof shall be extended by the AGENCY for such reasonable period of time as may then be necessary for such MORTGAGEE, with the exercise of due diligence, to extinguish the REDEVELOPER'S interest in this AGREEMENT and in the PROPERTY and for such reasonable period of time as may be necessary to complete any such construction; or
- (2) sell, assign or transfer, with such written approval of the AGENCY as is required by Section 503 (which approval the AGENCY agrees shall not be unreasonably withheld), all of its right, title and interest to the PROPERTY to a purchaser, assignee or transferee who shall expressly assume all of the covenants, agreements and obligations of the REDEVELOPER under this AGREEMENT with respect to the PROPERTY, or such portion thereof, by written instrument to be filed promptly and recorded among the Land Records of the District of Columbia, in which event the time limits set forth in Section 7 of Part 1 of the

AGREEMENT shall be extended by the AGENCY for such reasonable period of time as may then be necessary to complete any such construction referred to in (1) above; or

- (3) proceed with due diligence to acquire possession of the PROPERTY through proceedings to foreclose the mortgage, or otherwise extinguish the REDEVELOPER'S interest in this AGREEMENT and in the PROPERTY and convey all of its right, title and interest in this AGREEMENT and in the PROPERTY to the AGENCY. Upon such conveyance to the AGENCY, the AGENCY agrees forthwith to comply with the provisions of Section 705 of this AGREEMENT, as if the AGENCY had exercised its right to terminate this AGREEMENT as herein provided.

(b) The MORTGAGEE shall have the right so to elect (1), (2) or (3) above only if it shall exercise such right within thirty (30) days after receipt of the additional notice herein set forth and deliver to the AGENCY within such thirty (30) day period an instrument in writing duly executed and acknowledged wherein the MORTGAGEE agrees that:

- (1) during the period that such MORTGAGEE shall be in possession of the PROPERTY and/or during the pendency of any such foreclosure or other proceedings and until the interest of the REDEVELOPER in this AGREEMENT and in the PROPERTY shall terminate, as the case may be, it will pay or cause to be paid all taxes or other public charges then due and which from time to time shall become due under this AGREEMENT; and
- (2) if delivery of possession of the PROPERTY shall be made to such MORTGAGEE or to its nominee, whether voluntarily or pursuant to any foreclosure or other proceedings or otherwise, such MORTGAGEE shall, promptly following such delivery of such possession, perform or cause such nominee to perform, as the case may be, all the covenants, terms, provisions and agreements herein contained on the REDEVELOPER'S part to be performed to the extent that the REDEVELOPER shall have failed to perform the same to the date of delivery of possession, as aforesaid.

(c) In the event that a MORTGAGEE elects to proceed in accordance with the provisions of Section 603(a)(1) hereof and thereafter defaults by failing to commence or complete construction, the provisions of Section 705 relating to recapture, sale or lease shall apply, provided, however, that such recapture shall be subject to a lien in favor of the MORTGAGEE which lien is hereby created in the event that it shall have lost its prior lien, whether as a result of a prior foreclosure thereof or as a result of the exercise of any rights in lieu of foreclosure, in an amount equal to the amount of funds theretofore advanced or expended (on an accrual basis), whether before or after it has elected to proceed in accordance with the provisions of Section 603(a)(1) hereof, in respect to the construction of the IMPROVEMENTS, including CARRYING CHARGES attributable to such construction by normal and reasonable accounting procedures, but not including penalty charges, if any.

(d) In the event the MORTGAGEE elects to cure the default of the REDEVELOPER pursuant to this Section 603 and in the further event that the MORTGAGEE does so cure the default then the AGENCY, upon receipt

of written notice to that effect from the MORTGAGEE, shall execute an instrument suitable for recording in the Land Records of the District of Columbia, setting forth that the default has been cured and reinstating all of the right, title and interest of the REDEVELOPER hereunder.

SEC. 604. Rights and Duties of Mortgagee. In no event shall any MORTGAGEE be deemed to be the REDEVELOPER hereunder or be obligated to perform or observe any of the covenants, terms or conditions of this AGREEMENT on the part of the REDEVELOPER to be performed or observed, whether as a result of (i) its having become a MORTGAGEE, (ii) the exercise of any of its rights under the instrument or instruments whereby it became a MORTGAGEE (including without limitation, foreclosure or the exercise of any rights in lieu of foreclosure), (iii) the performance of any of the covenants, terms or conditions on the part of the REDEVELOPER to be performed or observed under this AGREEMENT or, (iv) otherwise, unless such MORTGAGEE shall either make the election set forth in Section 603(a) (1) of this AGREEMENT or shall specifically elect under this Section 605 to become the REDEVELOPER by written notice to the AGENCY, whereupon such MORTGAGEE, upon making any such election as aforesaid, shall then and thereafter for all purposes of this AGREEMENT be deemed to be the REDEVELOPER hereunder; Provided, That as between the parties to such instrument or instruments referred to in clause (ii) hereof, their rights and obligations shall continue to be governed exclusively by the provisions of such instrument or instruments.

SEC. 605. Agency's Option to Pay Mortgage Debt or Purchase Property.

In any case, where, subsequent to default or breach by the REDEVELOPER under the AGREEMENT, the holder of any note and mortgage on the PROPERTY or part thereof approved in writing by the AGENCY pursuant to Section 601 hereof:

(a) has not exercised its option under subparagraph (2) or (3) of subsection 603(a) hereof, within the time prescribed therein; or

(b) undertakes construction or completion of the IMPROVEMENTS but does not complete such construction within the period as agreed upon by the AGENCY and such holder in accordance with the provisions of subsection 603(a)(1) and such default shall not have been cured within sixty (60) days after written demand by the AGENCY so to do, the AGENCY shall (and every mortgage instrument made prior to completion of the IMPROVEMENTS with respect to the PROPERTY by the REDEVELOPER or successor in interest shall so provide) have the option of paying to the holder the amount of the mortgage debt and securing an assignment of the mortgage and the debt secured thereby, or, in the event ownership of the PROPERTY (or part thereof) has vested in such holder by way of foreclosure or action in lieu thereof, the AGENCY shall be entitled, at its option, to a conveyance to it of the PROPERTY or part thereof (as the case may be) upon payment to such holder of an amount equal to the sum of: (i) the mortgage debt at the time of foreclosure or action in lieu thereof (less all appropriate credits, including those resulting from collection and application of rentals and other income received during foreclosure proceedings); (ii) all expenses with respect to the foreclosure; (iii) the net expense, if any (exclusive of general overhead) including any real estate taxes paid by the MORTGAGEE or FHA incurred by such holder in and as a direct result of the subsequent management of the PROPERTY; (iv) the costs of any IMPROVEMENTS made by such holder; and (v) an amount equivalent to the interest that would have accrued on the aggregate of such amounts had all such amounts become part of the mortgage debt and such debt had continued in existence.

SEC. 606. Agency's Option to Cure Mortgage Default. In the event of a default or breach prior to the completion of the IMPROVEMENTS by the REDEVELOPER, or any successor in interest, in or of any of its obligations under, and to the holder of, any mortgage or other instrument creating an encumbrance or lien upon the PROPERTY or part thereof, the AGENCY may at its option cure such default or breach, in which case the AGENCY shall be entitled, in addition to and without limitation upon any other rights or remedies to which it shall be entitled by the AGREEMENT, operation of law, or otherwise, to reimbursement from the REDEVELOPER or successor in interest of all costs and expenses incurred by the AGENCY in curing such default or breach and to a lien upon the PROPERTY (or the part thereof to which the mortgage, encumbrance, or lien relates) for such reimbursement: Provided, That any such lien shall be subject always to the lien of (including any lien contemplated, because of advances yet to be made), by any mortgages on the PROPERTY which have been approved by the AGENCY pursuant to Section 601 hereof.

ARTICLE VII. REMEDIES

SEC. 701. In General. Except as otherwise provided in the AGREEMENT, in the event of any default in or breach of the AGREEMENT, or any of its terms or conditions, by either party hereto, or any successor to such party, such party (or successor) shall, upon written notice from the other, proceed immediately to cure or remedy such default or breach. In case such default or breach shall not be cured or remedied within thirty (30) days after receipt of notice of such default or breach, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the party in default or breach of its obligations.

SEC. 702. Termination by Redeveloper Prior to Conveyance. In the event that the AGENCY does not tender conveyance of the PROPERTY, or possession thereof, in the manner and condition, and by the date, provided in the AGREEMENT, and any such failure shall not be cured within thirty (30) days after the date of written demand by the REDEVELOPER, then the AGREEMENT shall, at the option of the REDEVELOPER be terminated by written notice thereof to the AGENCY, and, except with respect to the return of the DEPOSIT as provided in Paragraph (d), Section 5 of Part I hereof, neither the AGENCY nor the REDEVELOPER shall have any further rights against liability to the other under the AGREEMENT.

SEC. 703. Termination by AGENCY Prior to Conveyance.

In the event that:

- (a) prior to conveyance of the PROPERTY to the REDEVELOPER and in violation of the AGREEMENT:
 - (i) the REDEVELOPER (or any successor in interest) assigns or attempts to assign the AGREEMENT or any rights therein, or in the PROPERTY, or
 - (ii) there is any change in the ownership or distribution of the stock of the REDEVELOPER or with respect to the identity of the parties in control of the REDEVELOPER or the degree thereof; or
 - (iii) the REDEVELOPER fails to deliver the DEPOSIT to the AGENCY; or
- (b) the REDEVELOPER does not submit INITIAL PLANS or FINAL PLANS, as required by the AGREEMENT; or
- (c) the REDEVELOPER does not pay the PURCHASE PRICE and take title to the PROPERTY upon tender of conveyance by the AGENCY pursuant to the AGREEMENT, and if any default or failure referred to in subdivisions (a), (b) and (c) of this Section 703 shall not be cured within thirty (30) days after the date of written demand by the AGENCY or by the MORTGAGEE pursuant to Section 604 hereof.

then the AGREEMENT, and any rights of the REDEVELOPER, or any assignee or transferee, in the AGREEMENT, or arising therefrom with respect to the AGENCY or the PROPERTY, shall, at the option of the AGENCY, be terminated by the AGENCY in which event, as provided in subparagraph (c), Section 5 of Part I hereof, the DEPOSIT shall be retained by

AGENCY as liquidated damages and as its property without any deduction, offset, or recoupment whatsoever, and neither the REDEVELOPER (or assignee or transferee) nor the AGENCY shall have any further rights against or liability to the other under the AGREEMENT.

SEC. 704. Termination by Agency Subsequent to Conveyance to Redeveloper.

In the event that subsequent to conveyance of the PROPERTY or any part thereof to the REDEVELOPER and prior to completion of the IMPROVEMENTS as certified by the AGENCY:

- (a) the REDEVELOPER shall default in or violate its obligations with respect to the construction of the IMPROVEMENTS (including the nature and the dates for the beginning and completion thereof), or shall abandon or substantially suspend construction work, and any such default, violation, abandonment, or suspension shall not be cured, ended, or remedied within three (3) months (or six (6) months, if the default is with respect to the date for completion of the IMPROVEMENTS) after written demand by the AGENCY so to do; or
- (b) the REDEVELOPER shall fail to pay real estate taxes or assessments on the PROPERTY or any part thereof when due, or shall place thereon any encumbrance or lien unauthorized by the AGREEMENT, or shall suffer any levy or attachment to be made, or any materialmen's or mechanics' lien, or any other unauthorized encumbrance or lien to attach and such taxes or assessments shall not have been paid, or the encumbrance or lien removed or discharged or provision satisfactory to the AGENCY made for such payment, removal, or discharge, within ninety (90) days after written demand by the AGENCY so to do; or
- (c) there is, in violation of the AGREEMENT, any transfer of the PROPERTY or any part thereof, or any change in the ownership or distribution of the assets or interests of the REDEVELOPER, or with respect to the identity of the parties in control of the REDEVELOPER or the degree thereof, and such violation shall not be cured within sixty (60) days after written demand by the AGENCY to the REDEVELOPER; or
- (d) The REDEVELOPER, in violation of the AGREEMENT shall fail to deliver the DEPOSIT to the AGENCY,

then the AGENCY shall have the right to retain the DEPOSIT as liquidated damages and as its property without any deductions, offset or recoupment whatsoever and to re-enter and take possession of the PROPERTY and to terminate (and re-vest in the AGENCY) the estate conveyed by the DEED to the REDEVELOPER, it being the intent of this provision, together with other provisions of the AGREEMENT, that the conveyance of the PROPERTY to the REDEVELOPER shall be made upon, and that the DEED shall contain, a condition subsequent to the effect that in the event of any default, failure, violation, or other action or inaction by the REDEVELOPER specified in subdivisions (a), (b) and (c) of this Section 704, failure on the part of the REDEVELOPER to remedy, end, or abrogate such default, failure, violation, or other action or inaction, within the period and in the manner stated in such subdivisions and a failure by the MORTGAGEE to

cure in accordance with the provisions of this AGREEMENT. The AGENCY at its option may declare a termination in favor of the AGENCY of the title, and of all the rights and interest in and to the PROPERTY conveyed by the DEED to the REDEVELOPER, and that such title and all rights and interests of the REDEVELOPER, and any assigns or successors in interest to and in the PROPERTY, shall revert to the AGENCY: Provided, That such conditions subsequent and any reversioning of title as a result thereof in the AGENCY:

- (1) shall always be subject to and limited by, and shall not defeat, render invalid, or limit in any way, (i) the lien of any mortgage approved in writing by the AGENCY pursuant to Section 601 hereof, and (ii) any rights or interests provided in the AGREEMENT for the protection of the holders of such mortgages; and
- (2) shall not apply to individual parts or parcels of the PROPERTY (or, in the case of parts or parcels leased, the leasehold interest) on which the IMPROVEMENTS to be constructed thereon have been completed in accordance with the AGREEMENT and for which a CERTIFICATE of completion is issued therefor.

SEC. 705. Resale of Reacquired Property: Disposition of Proceeds.

Upon the reversioning in the AGENCY of title to the PROPERTY or any part thereof as provided in Section 704, the AGENCY shall, pursuant to its responsibilities under District law, use its best efforts to resell or lease the PROPERTY or part thereof (subject only to such mortgage liens approved in writing by the AGENCY pursuant to Section 602 hereof all as in Section 704 set forth and provided) as soon and in such manner as the AGENCY shall find feasible and consistent with the objectives of such law and of the PLAN to a qualified and responsible party or parties (as determined by the AGENCY) who will assume the obligation of making or completing the IMPROVEMENTS such other improvements in their stead as shall be satisfactory to the AGENCY and in accordance with the uses specified for such PROPERTY or part thereof in the PLAN. Upon such resale or lease of the PROPERTY, the proceeds thereof shall be applied:

- (a) First, to reimburse the AGENCY, on its own behalf or on behalf of the DISTRICT for all costs and expenses incurred by the AGENCY, including but not limited to salaries of personnel, in connection with the recapture, management, and resale of the PROPERTY or part thereof (but less any income derived by the AGENCY from the PROPERTY or part thereof in connection with such management); all taxes, assessments, and water and sewer charges with respect to the PROPERTY or part thereof (or, in the event the PROPERTY is exempt from taxation or assessment or such charges during the period of ownership thereof by the AGENCY, an amount, if paid, equal to such taxes, assessments, or charges (as determined by the District assessing official) as would have been payable if the PROPERTY were not so exempt); any payments made or necessary to be made to discharge any encumbrances or liens existing on the PROPERTY or part thereof at the time of reversioning of title thereto in the AGENCY or to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults, or acts of the REDEVELOPER, its

successors or transferees; any expenditures made or obligations incurred with respect to the making or completion of the IMPROVEMENTS or any part thereof on the PROPERTY or part thereof; and any amounts otherwise owing the AGENCY by the REDEVELOPER and its successor or transferee; and

- (b) Second, to reimburse any MORTGAGEE for sums advanced to the REDEVELOPER pursuant to the terms of the AGREEMENT including all sums advanced and outstanding interest thereon and any applicable expenses connected therewith, but only in those cases where the PROPERTY is sold free and clear of all mortgage deeds of trust as liens which were not approved in writing by the AGENCY (referred to in Section 601); and
- (c) Third, to reimburse the REDEVELOPER, its successor or transferee, up to the amount equal to (1) the sum of the purchase price paid by it for the PROPERTY (or allocable to the part thereof) and the cash actually invested by it in making any of the IMPROVEMENTS on the PROPERTY or part thereof, less (2) any gains or income withdrawn or made by it from the AGREEMENT or the PROPERTY.

Any balance remaining after such reimbursements shall be retained by the AGENCY as its property.

SEC. 706. Other Rights and Remedies. The AGENCY shall have the right to institute such actions or proceedings as it may deem desirable for effectuating the purposes of this Article, including, without limiting the generality of the foregoing, the right, after this AGREEMENT has been terminated by the AGENCY pursuant to Section 704 hereof, to execute and record among the Land Records of the Office of the Recorder of Deeds of the District a written declaration of the termination of all of the rights, title and interests of the REDEVELOPER, and its successors and assigns, in and to all of the PROPERTY except such part or parts thereof, if any, as to which a CERTIFICATE or CERTIFICATES OF COMPLETION have been issued by the AGENCY.

SEC. 707. Non-Action on Failure to Observe Provisions of Agreement.

In the event that either party to the AGREEMENT shall not take any action in respect to any failure of the other party to observe or perform any of the terms, covenants, conditions, or provisions of the AGREEMENT required to be observed, performed or kept by such party, or in respect to any default under the AGREEMENT by the other party (whether before or after any suit or judgment has been filed or obtained against such other party) the same shall not be construed as a waiver of such failure or default in respect to the terms, covenants, conditions or provisions of the AGREEMENT not being observed, performed or kept, or of the AGREEMENT as an entirety. It is understood and agreed that any delay by either party to the AGREEMENT in exercising or asserting any of its rights or remedies hereunder, or in instituting any actions or proceedings to assert or enforce any such rights or remedies, shall not operate as a waiver of any such rights or remedies or to deprive either such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies, it being the intent of this provision that neither such party (in order to avoid the risk of being deprived or limited in the exercise of such right or remedy, or its right to institute)

and maintain any such action or proceeding to protect, assert or enforce any such right or remedy, because of concepts of waiver, laches or otherwise) should be constrained to exercise such right or remedy or its right to institute and maintain any such actions or proceedings at a time when it may desire otherwise to resolve any problem created by the failure of the other party to observe, perform or keep the terms, covenants, conditions or provisions of the AGREEMENT required to be observed or performed by such other party.

SEC. 708. Enforced Delay in Performance for Causes Beyond Control of Party.

For the purposes of any of the provisions of the AGREEMENT, neither the AGENCY nor the REDEVELOPER, as the case may be, nor any successor in interest, shall be considered in breach of, or default, in the event of enforced delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not restricted to, acts of God, acts of the public enemy, acts of the Federal Government, acts of the DISTRICT, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, secondary boycott, freight embargoes, riots and unusually severe weather or delays of subcontractors due to such causes; it being the purpose and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of the AGENCY with respect to the preparation of the PROPERTY for redevelopment or of the REDEVELOPER with respect to construction of the IMPROVEMENTS, as the case may be, shall be extended for the period of the enforced delay as determined by the AGENCY: Provided, That the party seeking the benefit of the provisions of this Section shall, within ten (10) days after the beginning of any such enforced delay, have first notified the other party thereof in writing, and of the cause or causes thereof, and requested an extension of the period of the enforced delay.

SEC. 709. Rights and Remedies Cumulative. The rights and remedies of the parties to the AGREEMENT, whether provided by law or by the AGREEMENT, shall be cumulative, and the exercise by either party of any one or more of such remedies (as opposed to an election or remedial provisions set forth in this AGREEMENT) shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach or of any of its remedies for any other default or breach by the other party. No waiver made by either such party with respect to the performance, or manner or time thereof, or any obligation of the other party or any condition to its own obligation under the AGREEMENT shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of the other party or condition to its own obligation beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver or any other obligations of the other party.

SEC. 710. Party in Position of Surety with Respect to Obligations

The REDEVELOPER, for itself and its successors and assigns, and for all other persons who are or who shall become, whether by express or implied assumption or otherwise, liable upon or subject to any obligation or burden under the AGREEMENT, hereby waives, to the fullest extent permitted by law and equity, any and all claims or defenses otherwise available on the ground of its (or their) being

or having become a person in the position of a surety, whether real personal, or otherwise or whether by agreement or operation of law, including, without limitation on the generality of the foregoing, any and all claims and defenses based upon extension of time, indulgence, or modification of terms of contract.

SEC. 711. Waivers. Any right or remedy which the AGENCY or the REDEVELOPER may have under the AGREEMENT, or any provision of the AGREEMENT subject to this AGENCY having obtained prior Department of Housing and Urban Development approval, may be waived in writing by the AGENCY or by the REDEVELOPER without the execution of a new or supplemental agreement. No waiver made by either party with respect to the performance, or manner or time thereof, of any obligation of the other party or any condition to its own obligation under the AGREEMENT shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of the other party or condition of its own obligation beyond those expressly waived and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver of any other obligations of the other party.

SEC. 712. Estoppel Certificates. From time to time, upon request of the REDEVELOPER (in connection with encumbering the PROPERTY with a mortgage or a transfer of this PROPERTY) and provided the REDEVELOPER is not then in default in respect of any of its obligations under this AGREEMENT, the AGENCY will issue (in a form suitable for recording among the land records of the Office of the Recorder of Deeds of the District) an estoppel certificate or other instrument certifying that the REDEVELOPER, on the date of such certificate or instrument, is not in default in respect to any of its obligations under this AGREEMENT.

ARTICLE VIII. MISCELLANEOUS

SEC. 801. Conflict of Interest; Agency Representatives Not Individually Liable.

No member, official, or employee of the AGENCY shall have any personal interest, direct or indirect, in the AGREEMENT, nor shall any such member, official, or employee participate in any decision relating to the AGREEMENT which affects his personal interests or the interest of any corporation, partnership, or association in which he is, directly or indirectly, interested. No member, official, or employee of the AGENCY shall be personally liable to the REDEVELOPER, or any successor in interest, in the event of any default or breach by the AGENCY or for any amount which may become due to the REDEVELOPER or successor or on any obligations under the terms of the AGREEMENT.

SEC. 802. Nondiscrimination. The REDEVELOPER, for itself, its successors, assigns, transferees, grantees or lessees, agree that in the construction of the IMPROVEMENTS required by the PLAN and this Contract to be constructed on the PROPERTY hereby conveyed and to be conveyed:

(a) The REDEVELOPER will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The REDEVELOPER will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The REDEVELOPER agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the AGENCY setting forth the provisions of this nondiscrimination clause.

(b) The REDEVELOPER will, in all solicitations or advertisements for employees placed by or on behalf of the REDEVELOPER state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

(c) The REDEVELOPER will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the AGENCY, advising the said labor union or workers' representative of the REDEVELOPER'S commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The REDEVELOPER will comply with all provisions of Executive Order No. 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The REDEVELOPER will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965 and by the rules, regulations, and orders of the Secretary of Labor or the Secretary of the Department of Housing and Urban Development, or pursuant thereto, and will permit access to its books, records, and accounts by the AGENCY, the Secretary of the Department of Housing and Urban Development, and the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations and orders.

(f) In the event of the REDEVELOPER'S non-compliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the REDEVELOPER may

be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in said Executive Order or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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(g) The REDEVELOPER will require the inclusion of the provision of paragraphs (a) through (h) of this Section in every contract or purchase order, unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The REDEVELOPER will take such action with respect to any subcontract or purchase order as the AGENCY may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event the REDEVELOPER becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the AGENCY, or the Department of Housing and Urban Development, the REDEVELOPER may request the United States to enter into such litigation to protect the interests of the United States.

(h) Washington Plan. The REDEVELOPER will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor, particularly Addendum I which is incorporated herein and made a part hereof as Exhibit D.

SEC. 803. Provisions Not Merged with Deed. None of the provisions of the AGREEMENT are intended to or shall be merged by reason of any deed transferring title to the PROPERTY from the AGENCY to the REDEVELOPER or any successor in interest, and any such deed shall not be deemed to affect or impair the provisions and covenants of the AGREEMENT.

SEC. 804. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of the AGREEMENT are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

IN TESTIMONY WHEREOF, the AGENCY, in accordance with the provisions of a duly adopted resolution of its Board of Directors, has caused these presents to be signed in its corporate name by Stephen S Davis, its Vice Chairman, attested by Melvin A. Mista, its Secretary, and its corporate seal to be hereunto affixed and does hereby constitute and appoint said Stephen S Davis, its true and lawful Attorney-in-Fact for it and in its name to acknowledge and deliver these presents as its act and deed.

IN TESTIMONY WHEREOF, the REDEVELOPER, has caused these presents to be signed in its corporate name by Charles H Wesley, its President, attested by George H. Farnon, its Secretary, and its corporate seal to be hereunto affixed and does hereby constitute and appoint Charles H Wesley its true and lawful Attorney-in-fact for it and in its name to acknowledge and deliver these presents as its act and deed.

ATTEST

By Thelma A. Smith
Title Secretary
(SEAL)
DISTRICT OF COLUMBIA

ATTEST

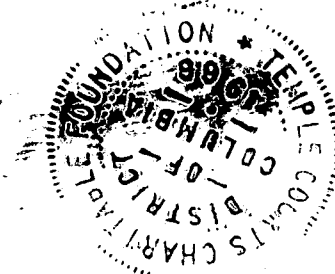
By George H. Farnon
Title Secretary
(SEAL)
DISTRICT OF COLUMBIA

DISTRICT OF COLUMBIA REDEVELOPMENT
LAND AGENCY

By Stephen S. Davis
Title Vice Chairman

TEMPLE COURTS CHARITABLE FOUNDATION

By Charles H. Wesley
Title President



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day of A.D. 19 at
M and recorded in Liber No. 13230
Folio 233 at Sec. 100 of the land
Record of the District of Columbia

Peter S. Ridley
Recorder

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After Recording Mail to
Mr. James A. Fringo
1633 - 11th St, N.W.
Wash, D.C.

E.P.C. E.M.R.